



October 31, 2017

SUBJECT: NOTICE INVITING BIDS ("NIB") No. 18-012JT

SECTION I

INVITATION

The City of Corona Maintenance Services Department ("City") invites bids from qualified vendors for:

Landscape Maintenance Services for Parks and Special Facility Areas 2 & 3

Please read this entire NIB package, paying particular attention to due dates, the Instructions to Bidders, Technical Specifications, and Bid Content and Forms. Bids must contain all requested information and forms, and must be signed by an authorized agent of the offering company, in order to be considered responsive.

Tentative NIB Schedule (Subject to change at City's discretion)

1. Issue NIB	October 31, 2017
2. Advertise in Press Enterprise	November 1, 2017
3. Written Questions from Bidders due	November 6, 2017
4. Responses from City Due	November 13, 2017
5. Bids Due (time & date)	November 21, 2017 at 10:00 a.m.
6. Bid Evaluation Completed	November 30, 2017
7. Successful Bidder Selection	November 30, 2017
8. Council Award of Bid(s)	December 20, 2017

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SECTION II.

INSTRUCTIONS TO BIDDERS

A. Pre-Bid Meeting

N/A

B. Examination of Bid Documents

1. By submitting a bid, Bidders represent that they have thoroughly examined and become familiar with the items required under this NIB and that they are capable of quality performance to achieve the City's objectives.
2. The City reserves the right to remove from its mailing list for future NIBs, for an undetermined period of time, the name of any Bidder for failure to accept a contract, failure to respond to two (2) consecutive NIBs and/or unsatisfactory performance. Please note that a "No Bid" is considered a response.

C. Addenda

Substantive City changes to the requirements contained herein will be made by written addendum to this NIB. Any written addenda issued pertaining to this NIB shall be incorporated into the terms and conditions of any resulting Purchase Order and/or Contract. The City shall not be bound to any modifications to or deviations from the requirements set forth in this NIB as the result of oral instruction or communication.

D. Clarifications

1. Examination of Documents

Should a Bidder require clarifications of this NIB, the Bidder shall notify the City in writing in accordance with Section D.2 below. Should it be found that the point in question is substantive and is not clearly and fully set forth, the City shall issue a written addendum clarifying the matter which shall be sent to all known recipients of this NIB and will be posted on the City of Corona website www.coronaca.gov.

2. Submitting Requests

- a. With the exception of oral questions asked at any Pre-Bid Meeting, all questions, clarifications or comments shall be put in writing and

must be received by the City no later than November 6, 2017, and be addressed as follows:

City of Corona Maintenance Services Department
400 S. Vicentia Ave., Ste. 320
Attn: Jennifer Talley
Corona, CA 92882

- b. The exterior envelope of all requests for clarifications, questions and comments must be clearly labeled, "Not an Offer." The City is not responsible for failure to respond to a request that has not been labeled as such.

The City will also accept questions sent by email; all questions must be received by the City no later than the date specified above. Send questions to Jennifer.Talley@coronaca.gov.

- c. Inquiries received after November 6, 2017 will not be accepted.

3. City Responses

- a. Responses from the City will be communicated in writing to all known recipients of this NIB, by way of Addendum via e-mail and posted on the City's website, no later than 72 hours prior to Bid Due Date and Time.
- b. It is the responsibility of bidders to make sure they have received all addenda prior to submitting their bid. The Tentative Schedule may change at any time. Any and all changes to the Tentative Schedule will be made by way of addendum. If an Addendum is issued less than 72 hours before the Bid Due Date and Time, the Bid Due date will be extended.

E. Informed Bidders

Before submitting bids, Bidders must fully inform themselves of the conditions, requirements and specifications of the work or materials to be furnished. Failure to do so will be at Bidders' own risk and they cannot secure relief on the plea of error.

F. Submission of Bids

1. Date and Time

All bids are to be submitted to City of Corona Maintenance Services Department, Attention: Jennifer Talley. Bids **must** be received no later

than November 21, 2017 at 10:00 a.m. Bids received after this time and date shall be rejected by the City as non-responsive (NO EXCEPTIONS).

2. Address

Bids shall be addressed as follows:

City of Corona Maintenance Services Department
400 S. Vicentia Ave., Ste. 320
Attn: Jennifer Talley
Corona, CA 92882

Bids may be delivered in person or by other delivery methods. It is the sole responsibility of bidders to ensure that their bids are received at the **time and place** indicated in the NIB. **Late or misdirected bids shall be rejected and unopened without exception. Postmarks are not accepted.**

3. Identification of Bids

Bidder shall submit a bid package consisting of:

- a) a **signed original** and
- b) a completed and signed Price Form.

The bid package shall be addressed as shown in Section I.E.2 above, bearing the Bidder's name and address and clearly marked as follows:

**“NIB No. 18-012JT:
Landscape Maintenance Services for Parks and Special Facility Areas
2 & 3”**

4. Acceptance of Bids

- a. The City reserves the right to accept or reject any and all bids, or any item or part thereof, or to waive any informalities or irregularities in bids.
- b. The City reserves the right to withdraw this NIB at any time without prior notice and the City makes no representations that any contract will be awarded to any Bidder responding to this NIB.
- c. The City reserves the right to postpone bid opening for its own convenience.

G. Bid Withdrawal

Bidders' authorized representatives may withdraw bids that have been submitted only by written request. Such request must be received by the Purchasing Agent before the Bid Submission Date & Time. After that time, Bidders may not withdraw their bids for a period of ninety- (90) days from the Bid Submittal Deadline. At no time may the successful Bidder(s) withdraw their bid(s).

H. Pre-Contractual Expenses

Pre-contractual expenses are defined as expenses incurred by the Bidder in:

1. preparing its bid in response to this NIB;
2. submitting that bid to City;
3. negotiating with City any matter related to this bid; or
4. any other expenses incurred by the Bidder prior to date of award, if any.

The City shall not, in any event, be liable for any pre-contractual expenses incurred by Bidder in the preparation of its bid. Bidder shall not include any such expenses as part of its bid.

I. Award

Issuance of this NIB and receipt of bids does not commit the City to award a Purchase Order. The City reserves the right to award to other than the selected Bidder(s) should the selected Bidder(s) fail to accept award. **The City shall endeavor to award solely to the lowest responsive, responsible bidder.**

J. Acceptance of Order

The successful bidder(s) will be required to accept a Purchase Order and/or execute a written Agreement (if a Form of Agreement is included in this NIB) in accordance with and including as a part thereof this NIB, including all requirements, conditions and specifications contained herein, with no exceptions other than those specifically listed in the written purchase order and/or Agreement.

Bidders shall state in their bid any exceptions to or deviations from the requirements of this NIB and the terms and conditions of the Form of Agreement if applicable, segregating "technical" exceptions from "contractual" exceptions. Where bidder wishes to propose alternative approaches to meeting the City's technical or contractual requirements, these should be thoroughly explained. The Consultant shall be bound to accept all NIB requirements and terms and conditions of the Form of Agreement not excepted in their bid. City reserves the

right to accept or reject any or all exceptions / deviations at its sole discretion. City reserves the right to reject excepted or conditional bids at its sole discretion.

K. Force Majeure

If execution of this contract shall be delayed or suspended and if such failure arises out of causes beyond the control of and without fault or negligence of the successful Bidder, the successful Bidder shall notify the City, in writing, within twenty-four (24) hours, after the delay. Such causes may include but are not limited to acts of God, war, acts of a public enemy, acts of any governmental entity in its sovereign or contractual capacity, fires, floods, epidemics, strikes and unusually severe weather.

L. Laws Governing Contract

This contract shall be in accordance with the laws of the state of California. The parties stipulate that this contract was entered into in the county of Riverside, in state of California. The parties further stipulate that the county of Riverside, California, is the only appropriate forum for any litigation resulting from a breach hereof or any questions risen here from.

M. Primary Bidders

No person, organization, or corporation is allowed to make, submit, or be interested in more than one Bid unless in a sub-contractual relationship with respect to the Bids. A person, organization or corporation submitting sub-proposals or quoting prices on materials to Bidders is prevented from submitting a Bid to the City as a primary bidder.

N. Special Provisions for Services

1. Accessibility. The contractor shall fully inform himself regarding any peculiarities and limitations of the spaces available for the performance of work under this contract. He shall exercise due and particular caution to determine that all parts of his work are made quickly and easily accessible.
2. Authority of the City of Corona. Subject to the power and authority of the City of Corona as provided by law in this contract, the City of Corona shall in all cases determine the quantity, quality, and acceptability of the work, materials and supplies for which payment is to be made under this contract. The (Agency) shall decide questions that may arise relative to the fulfillment of the contract or the obligations of the contractor hereunder.
3. Performance Bond and Payment (Labor and Materials) Bond Requirements. Within the time specified in the Contract Documents, the Bidder to whom a Contract is awarded shall deliver to the City four identical counterparts of the Performance Bond and Payment (Labor and Materials) Bond in the form

supplied by the City and included in the Contract Documents. Failure to do so may, in the sole discretion of City, result in the forfeiture of the Bid Guarantee. The surety supplying the bond must be an admitted surety insurer, as defined in Code of Civil Procedure Section 995.120, authorized to do business as such in the State of California and satisfactory to the City. The Performance Bond and the Payment (Labor and Materials) Bond shall be for one hundred percent (100%) of the Total Bid Price.

4. City of Corona Business License. The successful consultant(s) and any sub-consultants are required to obtain a City of Corona Business License prior to award of Contract, and to maintain the license for the entire term of the Agreement. The Business License is not a prerequisite for submission of a bid. Inquires regarding Business License may be answered by calling (951) 736-2275. Business Licenses are not required for materials or equipment shipped by U.S. mail or common carrier.
5. Changes in Work. The City of Corona may, at any time work is in progress, by written order and without notice to the sureties, make alterations in the terms of work as shown in the specifications, require the performance of extra work, decrease the quantity of work, or make such other changes as the City of Corona may find necessary or desirable. The contractor shall not claim forfeiture of contract by reasons of such changes by the City of Corona. Changes in work and the amount of compensation to be paid to the contractor for any extra work as so ordered shall be determined in accordance with the unit prices quoted.
6. Clean-up. During performance and upon completion of work on this project contractor will remove all unused equipment and instruments of service, all excess or unsuitable material, trash, rubbish and debris, and legally dispose of same, unless otherwise directed by these specifications. Contractor shall leave entire area in a neat, clean and acceptable condition as approved by the City of Corona.
7. Compliance With OSHA. Bidder agrees that all item(s) offered comply with all applicable Federal and the State Occupational Safety and Health Act, laws, standards and regulations, and that Bidder will indemnify and hold the City harmless for any failure to so conform.
8. Prevailing Wage. Refer to Section V, Form of Agreement, Section 3.3.5 for Prevailing Wage requirements.
9. Contract Incorporation. This contract embodies the entire contract between the City of Corona and the Contractor. The parties shall not be bound by or be liable for any statement, representation, promise, inducement or understanding of any kind or nature not set forth herein. No changes, amendments, or modifications of any of the terms or conditions of the contract shall be valid unless reduced to writing and signed by both parties. The complete contract

shall include the entire contents of the bid solicitation, all addenda, all of Bidder's successful submittal, supplemental agreements, change orders, performance bond(s), and any and all written agreements which alter, amend or extend the contract.

10. Cooperation Between Contractors. The City of Corona reserves the rights to contract for and perform other or additional work on or near the work covered by these specifications. When separate contracts are let within the limits of any one project, each contractor shall conduct his work so as not to interfere with or hinder the progress or completion of the work being performed by other contractors. Contractors working on the same project shall cooperate with each other as directed. Each contractor involved shall assume all liability, financial or otherwise, in connection with his contract and shall protect and save harmless the (Agency) from any and all damages or claims that may arise because of inconvenience, delays, or loss experienced by him because of the presence and operations of other contractors working within the limits of the same project.
11. Coordination With Agencies. The contractor shall coordinate his activities with the proper regulatory agencies and have their representative on site at the proper times.
12. Damage. The contractor shall be held responsible for any breakage, loss of the City of Corona's equipment or supplies through negligence of the contractor or his employee while working on the City of Corona's premises. The contractor shall be responsible for restoring or replacing any equipment, facilities, etc. so damaged. The contractor shall immediately report to the City of Corona any damages to the premises resulting from services performed under this contract. Failure or refusal to restore or replace such damaged property will be a breach of this contract.
13. Examination of Specification and Site. Bidder is expected to carefully examine the site of the proposed work and all bid specifications, documents, and forms. He shall satisfy himself as to the character, quality, and quantities of work to be performed, materials to be furnished and the requirements of the proposed specifications.
14. Independent Contractor. In accepting this contract, Contractor covenants that it presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the services hereunder. Contractor further covenants that, in the performance of this contract, no subcontractor or person having such an interest shall be employed. Contractor certifies that to the best of his knowledge, no one who has or will have any financial interest under this contract is an officer or employee of City of Corona. It is expressly agreed by Contractor that in the performance of the services required under this contract, Contractor, and any of

its subcontractors or employees, shall at times be considered independent contractors and not agents of City of Corona.

15. Insurance Requirements. Within ten (10) consecutive calendar *days* of award of contract, Successful Bidder must furnish the (Agency) with the Certificates of Insurance proving coverage as specified in Section V, Form of Agreement, Section 3.2.11 for Insurance requirements. and naming the City of Corona, its officers and agents, Additional Insured by endorsement. Failure to furnish the required certificates within the time allowed may result in forfeiture of Bidder's Bid Security.
16. Measurements. It is the responsibility of the Bidder to make all measurements to determine his bid price. The City of Corona will not be responsible for determining the quantities of materials necessary to complete the work specified.
17. Permits. Unless otherwise specified herein, Contractor shall at his expense, obtain all permits and licenses and pay all charges and fees necessary for the performance of the contract, and shall give all public notices necessary for the lawful performance of the contract.

Contractor shall pay all taxes, levies, duties and assessments of every nature due in connection with any work under the contract, shall make any and all payroll deductions required by law, and shall indemnify and hold harmless the City of Corona from any liability on account of any and all such taxes, levies, duties, assessments and deductions.
18. Protection of Public. Adequate warning devices, barricades, guards, flagmen or other necessary precautions shall be taken by the contractor to give advised and reasonable protection, safety and warning to persons and vehicular traffic concerned in the area.
19. Rejection of Work. Contractor agrees that the City of Corona has the right to make all final determinations as to whether the work has been satisfactorily completed.
20. Unknown Obstructions. Should any unknown obstruction be encountered during the course of this contract the Contractor immediately bring it to the attention of the City of Corona. The contractor shall be responsible for the protection of all existing equipment, furniture, or utilities encountered within the work area.
21. View Job Site. Prospective Bidders are strongly advised to view the job site/bid area prior to bidding. Prospective Bidders can view the job site/bid area with a City of Corona representative by making an appointment with Moses Cortez. Please call (951) 739-4957.

O. Bidder Requirements

In order to be deemed responsive, bidders must meet all of the following requirements, which may be waived at the City's sole and absolute discretion:

1. Bidder must have a valid California Landscape Contractor's License, C-27 at the time of the bid submittal and throughout the contract period.
2. Bidder must have a valid California Pest Control Operator's License at the time of the bid submittal and throughout the contract period.
3. Bidders will not be allowed to maintain more than 300 acres of City landscaping (which includes Parks/Specialty Areas and LMD/CFD Areas) at any given time *as per the Acreage Report in this bid package. (Note: The City reserves the right to choose the bid areas awarded to a bidder who is the low bidder on areas totaling more than 300 acres).*
4. Bidder must have experience with landscaping maintenance for public agencies of 100 acres or more consisting of right of way slopes, parkways, and medians.
5. Bidder must have experience installing and repairing irrigation systems up to 8 inches.
6. Supervisors and/or on-site managers must be English speaking and must be certified in two (2) of the five (5) certifications at the time of the bid submittal and throughout the contract period:
 - a) Certified Landscape Technician
 - b) Certified Reclaim Water Supervisor
 - c) Certified Landscape Irrigation Auditor
 - d) Qualified Applicator License
 - e) Certified Arborist

P. Filing of Bid Protests

Bidders may file a "protest" of a Bid with the City's Purchasing Manager. In order for a Bidder's protest to be considered valid, the protest must:

1. Be filed in writing within five (5) calendar days after the posting of the bid summary;
2. Clearly identify the specific irregularity or accusation;
3. Clearly identify the specific City staff determination or recommendation being protested;
4. Specify, in detail, the grounds of the protest and the facts supporting the protest; and
5. Include all relevant, supporting documentation with the protest at time of filing.

If the protest does not comply with each of these requirements, it will be rejected as invalid.

If the protest is valid, the Purchasing Manager or other designated City staff member, shall review the basis of the protest and all relevant information. The Purchasing Manager will provide a written decision to the protestor.

Q. Public Records

Responses (bids) to this Notice Inviting Bids (NIB) and the documents constituting any contract entered into thereafter become the exclusive property of the City of Corona and shall be subject to the California Public Records Act (Government Code Section 6250 et seq.). The City of Corona's use and disclosure of its records are governed by this Act.

Those elements in each bid which bidder considers to be trade secrets, as that term is defined in Civil Code Section 3426.1(d), or otherwise exempt by law from disclosure, should be prominently marked as "TRADE SECRET", "CONFIDENTIAL", or "PROPRIETARY" by proposer. The City of Corona will use its best efforts to inform bidder of any request for disclosure of any such document. The City of Corona, shall not in any way, be liable or responsible for the disclosure of any such records including, without limitation; those so marked if disclosure is deemed to be required by law or by an order of the Court.

In the event of litigation concerning disclosure of information the bidder considers exempt from disclosure, the City of Corona will act as a stakeholder only, holding the information until otherwise ordered by a court or other legal process. If the City of Corona is required to defend an action arising out of a Public Records Act request for any of the contents of a bidder's proposal marked "Confidential", "Proprietary", or "Trade Secret", bidder shall defend and indemnify the City of Corona from all liability, damages, costs, and expense, including attorneys' fees, in any action or proceeding arising under the Public Records Act.

To insure confidentiality, bidders are instructed to enclose all "Confidential, "Proprietary," or "Trade Secret" data in separate sealed envelopes, which are then included with the bid documents. Because the bid documents are available for review by any person after award of a contract resulting from an NIB, the City of Corona shall not in any way be held responsible for disclosure of any "Confidential," Proprietary," or "Trade Secret" documents that are not contained in envelopes and prominently marked.

SECTION III.

TECHNICAL SPECIFICATIONS PARKS AND SPECIAL FACILITY AREAS 2 & 3

1. Scope of Work

- A. The intent of this Agreement is to secure contractors which shall provide **LANDSCAPE MAINTENANCE SERVICES**.
- B. Contractors shall furnish all labor, tools, materials, and equipment, except where otherwise specified, to provide landscape maintenance services as set forth in this Agreement.
- C. All work shall be done in a thorough and workmanlike manner to the satisfaction of the General Manager, or his authorized agent, and comply with all legal construction and landscape maintenance practices. The premises shall be maintained at the level of service provided for in these specifications ***at all times***.
- D. Contractors shall have the duty to provide landscape maintenance of all Parks / Specialty Facilities work sites according to each site schedule including, but not limited to, the following:
 - 1) Prune, shape and trim shrubs, vines and ground cover plants.
 - 2) Control weeds.
 - 3) Mow and edge turf grass and blow hardscape clean (with the exception of park sports fields).
 - 4) Maintain plant material in a healthy condition with horticultural acceptable growth and color.
 - 5) Perform general area clean-up, including the removal of leaves, trash, dog feces and other debris ***at designated locations***.
 - 6) Maintain all work sites in a safe, attractive and usable condition.
 - 7) Level playground surfaces/Add chips as needed.
 - 8) Empty trash cans and remove litter ***at designated locations***.
 - 9) Inspect, maintain, and repair all irrigation systems monthly. (Park irrigation systems may have mainlines up to 8 inches).
 - 10) Lift Tree canopy's 15 feet quarterly (Spring, Summer, Fall and Winter).

- E. Contractors shall contact the assigned Area Inspector or designate on a ***daily*** basis to discuss the contractor work schedule for the day, existing problems, or other important information.
- F. Contractors shall perform a maintenance inspection, during daylight hours, of all areas.
- G. Contractors shall attend a mandatory inspectors' meeting each week in order to receive important information and resolve any problems,
- H. Contractor shall complete and submit a monthly Site Inspection form and keep a monthly complaint log.
- I. Contractors shall recycle green waste generated from their contract performance and submit a monthly report identifying the weight and/or volume of green waste recycled.
- J. Contractors shall be available twenty-four (24) hours a day, seven (7) days a week to respond to all emergencies within two (2) hours of notification. (*Emergencies that involve maintenance work included in these general conditions shall not be compensated*).

2. Areas To Be Maintained

- A. Work sites may include parkways, parks, slopes, or natural areas.

F. Turf Grass Care

1) Turf Grass Mowing:

- a) Contractors shall mow all turf grass with adequately sharpened reel or rotary type mowers as to provide a smooth and even cut without tearing of turf grass blades.
- b) The blade adjustment shall provide a uniform, level cut without ridges, depressions, or scalping.
- c) All warm season turf grasses (Bermuda, St. Augustine, Kikuyu) shall be cut at a one (1) inch height throughout the year.
- d) All cool season turf grasses (Fescue, Bluegrass, Ryegrass) shall be cut at a two and one-half (2 1/2) inch height throughout the year.
- e) Turf grass mowing heights may be adjusted by the General Manager during periods of turf grass renovation.

- f) All turf grass clippings shall be picked up and removed to a legal dumping site prior to vacating the work site after each mowing.
- g) Care shall be exercised to avoid depressions in the established grade from mowing when the soil is saturated.
- h) Contractors shall submit, in writing, a mowing schedule within ten (10) days after the start of the maintenance. This mowing schedule shall be approved by the General Manager.
 - All areas shall be mowed once every two weeks between November 1 and February 28 and once every week during March 1 through October 31.
 - Any alteration of the approved mowing schedule shall be submitted in writing to the General Manager for approval prior to implementation.

2) Turf Grass Edging and Trimming:

- a) Turf grass edging and trimming shall be performed once every two weeks between November 1 and February 28 and once every week during March 1 through October 31 at the time of mowing.
- b) Edging of turf grass shall be performed with a power edger containing a steel blade.
- c) All turf grass adjacent to sidewalks, curbs, mowing strips, shrub beds, and where no improved surface exists, shall be edged in a neat uniform line.
- d) Trimming of turf grass shall be performed along walls, and around valve boxes, water meter boxes, backflow devices, trees, shrubs, or any structures located within the turf grass area.
- e) In areas where there is no mow curb, a six (6) inch barren strip shall be provided, and maintained, between turf grass and adjacent ground cover. Edging of turf grass and ground cover shall provide uniform delineation adjacent to this barren strip.
- f) Trimming of plant material may be required around sprinklers to provide maximum irrigation coverage.
- g) All clippings and trimmings shall be removed from the work site the same day work is performed and prior to a Contractor vacating the work site.

- h) After mowing and edging is completed, all adjacent walkways and gutters shall be swept clean.
 - i) The mowing and edging of turf grass in a designated worksite within the timeframe indicated on the contract schedule will be considered one complete cycle.
- 3) Turf Grass Irrigation:
- a) All turf grass shall be adequately irrigated to maintain a healthy and attractive appearance.
 - b) Irrigation run-off and overspray shall be minimized.

G. Weed Control

- 1) For the purpose of these specifications, a weed will be considered as "any undesirable or misplaced plant".
- 2) All areas within the specified maintenance area, including but not limited to turf, grass, shrub and ground cover areas, planters, tree wells, playgrounds, maintenance yards, drainage ditches, and hardscape area shall be kept free of weeds at all times.
- 3) Weed removal shall consist of complete removal of all weeds, including top growth and roots, as the weeds appear.
- 4) Weed control shall be performed on a scheduled basis, (see attached schedule).
- 5) The removal of all weeds from a designated worksite within the timeframe indicated on the contract schedule will be considered one complete cycle.
- 6) Weeds shall be controlled either by hand, mechanical or chemical methods; however, the General Manager may restrict the use of chemical weed control in certain areas.

H. Shrub Care

- 1) Pruning of Shrubs:
 - a) All shrubs growing in the work areas shall be pruned as per attached schedule to encourage healthy growth habits, removal of dead or damaged branches, and maintain natural shape.
 - b) Shrubs shall be pruned with sharp pruning tools *and no weed eaters*

- c) Shrubs shall be continually pruned, as necessary, to prevent encroachment of passage ways, walks, streets, and view of signs. Shrubs shall be tapered to provide irrigation coverage and an aesthetically pleasing landscape.
 - d) All pruning cuts shall be one quarter (1/4) inch above a node (bud). No projections or stubs shall be allowed to remain.
 - e) Contractors shall remove all clippings the same day shrubbery is pruned and prior to vacating the work site.
 - f) Pruning shall be done to maintain a well-groomed, laced-out appearance, and encourage air movement through the shrub.
 - g) Shearing, hedging or severe pruning shall not be permitted without prior written permission from the General Manager.
 - h) The hedging of all shrubs in a designated worksite within the timeframe indicated on the contract schedule will be considered one complete cycle.
- 2) Irrigation of Shrubs:
- a) All shrubs shall be adequately irrigated to maintain a healthy and attractive appearance.
 - b) Irrigation run-off and overspray shall be minimized.
- 3) Shrub Replacement:
- a) All damaged, diseased (untreatable) or dead shrubs shall be replaced with the exact same species of plant and size of plant will be determined by the Department. Contractors shall be responsible for the complete removal and replacement of shrubs lost due to the Contractor's faulty maintenance or negligence, as determined by the General Manager.
 - b) Substitutions for any plant materials must have prior written approval by the General Manager.
 - c) Original plans and specifications shall be consulted to determine correct identification of species.
 - d) All shrubs shall be guaranteed to live and remain in a healthy condition for no less than six (6) months from the date of installation, inspection and verification by the General Manager.

Care shall be taken to prevent soil build-up around the crown of shrubs.

I. Vine Care

- 1) Vines and espalier plants shall be checked regularly and secured to the wall or support on an as needed basis.
- 2) Vine Trimming:
 - a) All vines shall be trimmed as per attached schedule.
 - b) All vines shall be maintained so encroachment into adjacent pedestrian right-of-way, shrubs, ground cover, or private property is inhibited.
 - c) The trimming of all vines in a designated worksite within the timeframe indicated on the contract schedule will be considered one complete cycle.
- 3) Vine Irrigation:
 - a) All vines shall be irrigated to maintain a healthy and attractive appearance.
 - b) Where possible the vine irrigation shall be on a separate program from turf grass.

J. Ground Cover Care

- 1) Ground covers are low growing plants that grow in colonies to form a solid mat over the surface of the ground. The plants give a flat or two dimensional effect to the landscape, such as, but not limited to arctotheca, gazania, vinca, lonicera, ivy, trachelosperum, and varieties of iceplant.
- 2) Edging and Trimming of Ground Cover:
 - a) Edging of ground cover areas shall be performed as per attached site schedule.
 - b) All ground cover adjacent to sidewalks, curbs, mowing strips, or where no improved surface exists, shall be edged in a neat, uniform line.
 - c) All ground cover shall be continually trimmed at the drip line of all shrubs.
 - d) All ground cover shall be continually trimmed along walls, valve boxes, water meter boxes, backflow devices, or other structures located within the ground cover area as determined by the General Manager.

- e) Trimming of ground cover may be required around sprinklers to provide maximum irrigation coverage.
 - f) All clippings and trimmings shall be removed from the work site the same day work is performed and prior to the Contractor vacating the work site.
 - g) After edging or trimming, the Contractors shall sweep clean all adjacent sidewalks or gutters.
 - h) The edging and trimming of ground cover in a designated worksite within the timeframe indicated on the contract schedule will be considered one complete cycle.
- 3) Ground Cover Irrigation:
- a) All ground cover areas shall be adequately irrigated to maintain a healthy and attractive appearance.
 - b) Irrigation run-off and overspray shall be minimized.

K. Green Waste Disposal

- 1) Green waste shall be defined as tree and shrubbery trimmings, grass, weeds, leaves, woodchips and other garden organic materials.
- 2) Contractor shall be responsible for recycling all green waste generated from their contract performance.
- 3) Contractor shall have the duty to keep all green waste from being contaminated to an extent it no longer can be recycled.
- 4) Contractor shall deliver all green waste to a city approved reclamation site, for the purposes of recycling.
- 5) Contractor shall submit a monthly report identifying the weight and/or volume of green waste recycled during the preceding month. Payment of maintenance invoice will not be made until green waste monthly report is completed and received by the General Manager.

L. Empty Trash Cans / Litter Pick Up Services at Designated Locations

1) Definition of Trash/Litter

Trash/Litter shall mean any debris within the park facility grounds area such as paper ½ inch or larger, cans, bottles, broken glass, limbs 10” inches or smaller in diameter, rocks, cigarette butts, etc., which is not

intended to be present as part of the landscape, inclusive of entire project area including streets, parking lots, sidewalks, curbs, hillsides, ditches, bleacher areas, playgrounds, tot lots, basketball courts, volleyball courts, horse shoe pits, tennis courts, etc.

2) DAILY SERVICES – 7 DAYS A WEEK – All litter will be picked up by 11:00 am every day at designated locations.

- a. Remove all trash, litter and accumulated debris from the following work sites:
 - El Cerrito Park
 - Mountain Gate Park
 - Promenade Park

This includes all debris discarded by the public during the use of the facility.

- b. Pick up all areas including areas around bleachers, snack bars, ball fields, soccer fields, tot lots, playgrounds, skate parks (if applicable), restrooms and generally all areas of the facilities. Remove all trash, litter, and empty all trash cans.
- c. Trash should be taken and deposited in dumpsters located at the park sites. With park site that have no dumpsters, trash must be hauled off to an approved site. Trash in trash cans throughout parks must be emptied. If cans are overflowing, contractors shall empty debris into dumpsters (this includes debris on the ground and in the can). If trash and debris is dumped next to dumpster and enclosure, contractor shall try to put it into the dumpster, if there is no room, it shall be hauled off the site.

M. Playground Surface Leveling

- 1) The Contractor is responsible for maintaining the playground surfaces at the parks within the contracted area.
- 2) The Contractor is required to rake level, once a week, the woodchips under the swing, slide and fall zone areas around the play equipment to eliminate any depressions in the surface cause by use.
- 3) The Contractor shall provide a schedule showing the day each playground will be serviced.

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N. Natural Areas

All natural areas shall be maintained in an existing state except for the following items which shall be performed on a weekly basis, at no additional cost to the City:

- 1) Remove all trash and debris, or other items as determined by the General Manager, to a legal dumping site.
- 2) Provide and maintain a ten (10) foot barren area adjacent to any improved area.
- 3) Remove and/or repair any dead or broken branches, or safety hazards within two (2) hours of identification or notification.

O. Park Facilities Maintenance Items

- 1) Inspect, maintain and repair all irrigation systems. (Park irrigation systems may have mainlines up to 8 inches).
 - a. Contractors shall perform a weekly maintenance inspection, during daylight hours, of all areas. Such inspection shall be both visual and operational. It shall include, but not be limited to, the operations of all irrigation and/or other mechanical systems to check for proper condition and reliability.
- 2) Lift trees canopy's 15 feet quarterly (Spring, Summer, Fall and Winter)

Optional Maintenance Items:

- 3) Mulch in any open areas or planters once per year in Spring (April)
- 4) Aerate and apply City provided fertilizer in turf grass areas semi-annually (April and October)

Parks / Specialty Areas Work Standards

A. Method of Irrigation

- 1) Irrigation shall be done by the use of automatic or manual sprinkler systems where available and operable. However, failure of the existing irrigation system to provide full and proper coverage shall not relieve the Contractors of the responsibility to provide adequate irrigation with full and proper coverage to all areas in the work site.

- 2) All areas receiving marginal coverage shall be irrigated by a portable irrigation method. The Contractors SHALL furnish all hoses, nozzles, sprinklers, etc., necessary to accomplish this supplemental irrigation.
- 3) Care shall be exercised to prevent a waste of water, erosion, and/or detrimental seepage into existing underground improvements or structures.
- 4) Water supplied by the City for irrigation may be Recycled Water, indicated by purple color-coded sprinklers, valves, valve boxes, tags and signs. Contractor understands that Recycled is not intended for human contact or consumption.
- 5) Contractor accepts full responsibility for educating and monitoring its employees regarding safety issues related to the presence and use of Recycled Water.

B. Initial Irrigation Inspection

- 1) Contractors shall initially inspect and familiarize themselves with the entire irrigation system at all work sites and identify all needed repairs.
- 2) Required repairs shall be submitted to the General Manager in a written statement within two (2) weeks after the start date of the maintenance contract.
- 3) If a written statement which documents required repairs is not received by the General Manager within the stated time-frame, the entire system shall be interpreted as fully operational, and deemed acceptable by the Contractor.
- 4) The City shall review and verify all submitted repairs from the initial inspection. Repairs may be completed by the following methods:
 - a) Authorize the Contractor to make appropriate repairs at the expense of the City as described in GENERAL SPECIFICATIONS 1.V.
 - b) Use City forces to make required repairs.
 - c) Use another source to make required repairs.

Upon completion of all repairs following the initial inspection, the Contractors shall sign-off each individual area as being fully operational.

C. Weekly Irrigation Inspections

- 1) Contractors shall inspect the operation of the irrigation system weekly for any malfunctions.

- 2) In addition to regular weekly testing, all irrigation systems shall be tested and inspected as necessary when damage is suspected, observed or reported.
- 3) All system malfunctions, damage and obstructions shall be recorded, reported to the General Manager, and corrective action taken.

D. Irrigation Maintenance and Repairs

- 1) Contractors shall maintain all irrigation systems in such a way as to:
 - a) Guarantee proper coverage and full working capability.
 - b) Make whatever adjustments may be necessary to prevent overspray or excessive runoff into street right-of-ways or other areas not meant to be irrigated.
- 2) All labor shall be provided by the Contractors at no additional cost to the City. Additional compensation will be provided only for the cost of parts.
- 3) Contractors shall repair or replace inoperable irrigation equipment to maintain a fully operational system, including but not limited to, pressure pipes from the water meter to the control valves, all irrigation pipes, all manual and automatic valves, pumps used for the irrigation systems, backflow devices, filters, strainers, pressure regulators, sprinkler heads, irrigation clamps and stakes, anti-drain valves, quick couplers, electrical wiring from the controller to the solenoid valves, emitters, drippers, valve boxes, controllers, valve markers, batteries, fittings and risers.
- 4) Maintenance includes, but is not limited, tightening of loose fittings and packing nuts; flushing sprinkler heads, pipes, nozzles, valves, filters, strainers, and backflow devices; adjusting sprinkler heads, anti-drain valves and pressure regulators, adjusting and lubricating controllers; and cleaning drip emitters.
- 5) Irrigation repairs shall be made within the following time limits:
 - a) Mainline irrigation breaks shall be repaired within two (2) hours of identification or notification.
 - b) All other irrigation repairs shall be made within one (1) day of identification or notification.

Failure to complete irrigation repairs in the timeframes listed above will result in the General Manager utilizing City forces, or

an alternate source, to correct the deficiency and deduct from the Contractor's payment the total cost, including City overhead.

- 6) Replacement of irrigation components shall be with originally installed materials of the same size and quality. Substitutions must be approved by the General Manager in writing prior to installation.

E. Water Conservation

- 1) Contractors shall turn off all irrigation systems during periods of rainfall and/or times when suspension of irrigation is desirable to conserve water while remaining within the guidelines of good horticulturally acceptable maintenance practices.
- 2) Contractors shall comply with all City of Corona Ordinances and/or Resolutions which relate to water conservation.

PARKS AND SPECIALTY FACILITY AREAS GENERAL SPECIFICATIONS

1. ROUTINE WORK PROCESSES

A. Definitions

- 1) Where "as directed", "as required", "as permitted", "approved", "acceptance", or words of similar importance are used, it shall be understood that the direction, requirement, permission, approval or acceptance of the General Manager is intended unless otherwise stated. As used herein, "provide" shall be understood to mean "provide complete", "in place", "this is", "furnish and install"; the work "site" as used hereinafter shall be understood to mean the location receiving the service. The use of the word "General Manager", shall be construed to mean the General Manager of the Maintenance Services Department or his delegated representative(s). The use of the word "Contractor" shall be held to mean the Contractor and/or any person employed by him and working under this contract.
- 2) The use of the words "shall" and "may" shall be held to mean "mandatory" and "permissive" respectively.
- 3) The use of the words "his" or "him" shall be construed to mean either gender, as appropriate.

B. Notices

- 1) Any notice, demand, request, consent, approval, or communication that either party desires, or is required to give to the other party or any other person, shall be in writing via mail, fax and/or email.
- 2) Address for notification

City of Corona
Maintenance Services Department
755 Public Safety Way
Corona, CA 92880
Facsimile number (951) 736-2455

ATTN: _____

C. Area Inspector, Daily Contact, and Site Inspection Form

- 1) Area Inspector's Duties: An Area Inspector will be assigned to this maintenance project area for which he/she will be responsible for making inspections, re-inspections, monitoring the Contractor's activities, and ensuring the work performed in the assigned project area is done to the quality level prescribed in this contract and in accordance with prescribed methods and time schedules. This does not relieve the Contractors of responsibility to provide continuous inspection of the work area. Discrepancies and deficiencies in the work shall be brought to the attention of the Contractor and corrected in the manner and time frame specified by the General Manager.
- 2) Daily Contact: The Contractor MUST make daily contact with the assigned Area Inspector or designate at a time mutually agreed upon by the Inspector and the Contractor. This daily contact is for the purpose of discussing areas to be maintained, contractors' work schedule for the day, areas that need to be inspected for approval, and Site Inspection Forms that need to be signed off. Failure to contact the assigned area inspector or designate on a daily basis will constitute a breach of contract.
- 3) Site Inspection Form and Payment: The Site Inspection Form will consist of a written list of specified monthly tasks for LMD/CFD, General, and Parks maintenance. The Site Inspection Form shall be considered complete when all work on the sheet has been inspected and approved by the Area Inspector and has been signed by both the Area Inspector and the Contractor indicating that agreement exists as to the information shown on the Site Inspection Form. Such information shall consist of specific worksite locations and the

acceptability of the maintenance activities performed. The completed sheets dated, certified, and signed by the Contractor and the Area Inspector will be submitted to the General Manager monthly along with an invoice with the Contractor's letterhead, and an affidavit for evaluation and pay. It shall be mandatory that all forms be completed at the end of each cycle before another Site Inspection Form may be issued. Failure to obtain a Site Inspection Form prior to beginning a maintenance cycle can result in non-payment for work performed.

D. Work Schedule

- 1) Time to Complete Work: Contractor shall begin work and shall proceed with all reasonable dispatch to completion. The contractor will be required to maintain all project areas assigned to him in the time allotments set for in each project area. Work within a project area must be completed in consecutive days. Inclement weather may result in the cancellation of a mowing cycle only if the area inspector or designate determines that there was an insufficient time period during the entire mowing cycle available for the services described to be performed.
- 3) Contractors shall accomplish all normal landscape maintenance required under this contract between the hours of 7:00 AM and 6:00 PM, Monday through Sunday. Exceptions may be made to normal working hours, where incidences of use may be too great during the hours specified to allow for proper maintenance. The General Manager may grant, on an individual basis, permission to perform contract maintenance at other hours. No maintenance functions that generate excess noise which would cause annoyance to residents of any area shall be commenced before 8:00 AM. Contractors shall establish a schedule of routine work to be followed in the performance of this contract.
- 4) Contractors shall submit to the Maintenance Services Department a weekly detailed job schedule, time sheet, names and titles of all persons working on the project within ten (10) days after the start of the maintenance contract. Materials and/or chemicals to be used on any site shall be approved by the General Manager or his representative. The General Manager shall be notified within five (5) working days of any deviation from this schedule or material usage.
- 5) Contractors shall maintain and keep current a report form that records all on-going, seasonal, and additional work maintenance functions performed on a daily basis by the Contractor's personnel. Said report shall be in a form and content acceptable to the General Manager and shall be submitted to the General Manager upon request.

NOTE: THE GENERAL MANAGER HAS THE AUTHORITY TO CANCEL SCHEDULED MOWING CYCLES ON A WEEK-TO-WEEK BASIS. THE CANCELLATION WILL BE BASED UPON NEED, PREVAILING WEATHER CONDITIONS, AND AVAILABLE FUNDING. IT IS ASSUMED THAT THE CONTRACTOR SHALL BE NOTIFIED OF ANY CANCELLATION(S) AT SUCH TIME THAT A WORK ORDER IS REQUESTED FOR ANY MOWING CYCLE.

MANDATORY:

IT SHALL BE MANDATORY THAT A REVIEW OF THE CONTRACTED AREA BE CONDUCTED PRIOR TO BEGINNING THE FIRST MOWING CYCLE. SUCH A REVIEW SHALL BE ATTENDED BY THE SUCCESSFUL CONTRACTOR AND THE ASSIGNED INSPECTOR.

E. Contractor Staff

- 1) Contractors shall furnish sufficient supervisory and working personnel capable of promptly accomplishing on schedule, to the satisfaction of the General Manager, all work required under this contract during the prescribed hours.
- 2) Contractors shall have competent supervisors, who may be working supervisors, on the job at all times work is being performed who are capable to communicate effectively both in written and oral English, and discuss matters pertaining to this contract. Supervisors must be able to demonstrate to the satisfaction of the General Manager that they possess adequate technical background. Adequate and competent supervision shall be provided for all work done by the Contractor's employees to ensure accomplishment of high quality work which will be acceptable to the General Manager. Any order or communication given to the supervisor shall be deemed as delivered to the Contractors.
- 3) Contractors, and their employees, shall conduct themselves in a proper and efficient manner at all times and shall cause the least possible annoyance to the public. The General Manager may require a Contractor to remove from the work site any employee(s) deemed careless, incompetent, or otherwise objectionable, whose continued employment on the job is considered to be contrary to the best interest of the City of Corona.
- 4) Contractors shall require each of his employees to wear basic public works working attire. These are basically proper shoes, and other gear required by State Safety Regulations, and proper wearing of the clothing. Shirts shall be worn and buttoned at all times; safety vests are required when

indicated by the Work Area Traffic Control Handbook, or the General Manager.

- 5) The General Manager requires the Contractors to establish an identification system for personnel assigned to service this Agreement which clearly indicates to the public the name of the Contractor responsible for the landscape maintenance services. The identification system shall be furnished at the Contractor's expense and includes appropriate attire and/or name badges.
- 6) If a Contractor maintains multiple bid areas, specific irrigation staff must be assigned to each area, the same irrigation staff may not be used to maintain multiple bid areas unless approval is granted by the General Manager.

F. Apprenticeship Standard

Where required under law, the prime Contractors on this project shall assume full responsibility for compliance with apprenticeship standards as established by Section 1777.5 of the California State Labor Code.

G. Protection of Public / Safety

- 1) Contractors shall perform all work outlined in these specifications in such a manner as to provide maximum safety to the public, and meet all accepted standards for safe practices during the maintenance operation; to safely maintain equipment, machines, and materials or other hazards consequential or related to the work; furthermore, to accept the sole responsibility for complying with all local, County, State or other legal requirements including, but not limited to, OSHA and CAL-OSHA.
- 2) Adequate warning devices, barricades, guards, flagmen or other necessary precautions shall be taken by the Contractor to give advised and reasonable protection, safety and warning to persons and vehicular traffic concerned in the area. The "WORK AREA TRAFFIC CONTROL HANDBOOK" is herein adopted as the minimum safety guidelines and the Contractor must abide by this handbook.
- 3) The General Manager, or his representative, reserves the right to issue restraint, or cease and desist orders, to the Contractors when unsafe or harmful acts are observed or reported relative to the performance of work under this contract.

H. Hazardous Conditions

- 1) It shall be the Contractor's responsibility to identify, any condition(s) that renders any areas within this Agreement unsafe, as well as any unsafe practices occurring thereon. The General Manager shall be notified immediately of any unsafe condition that requires major correction.
- 2) Contractors shall cooperate fully with the City of Corona in the investigation of any accidental injury or death occurring on the premises, including the submission of a complete written report thereof to the General Manager within five (5) days following the occurrence.

I. Non-Interference

Contractors shall not interfere with the public use of the premises, nor disrupt the peace and quiet of the area within which the services are performed. Contractors shall conduct their operations so as to offer the least possible obstruction and inconvenience to the public.

J. Reporting Damage or Malfunction

Any damage to, or malfunction of, any facility not specifically stated in this Agreement shall be promptly reported to the General Manager.

K. Vandalism/Theft

Contractors shall be responsible for reporting any vandalism/theft of existing landscaped areas which are maintained under this contract and damaged or altered in any way as a result of theft and/or mysterious damages that do not result from the performance of the Contractors.

L. Utilities

- 1) The City of Corona shall pay for the maintenance-related water and electrical utilities.
- 2) Contractors may pay for all excessive utility usage due to any Contractor's failure to repair irrigation systems or unauthorized increases in water usage.
- 3) The excess cost will be determined by comparing the current usage with historical usage for the same time period.
- 4) The excess cost factor may be deducted from payments to the Contractors; however, the Contractors will be allowed to explain the increase in utility usage prior to the actual deduction.

M. Local Office

- 1) Contractors shall maintain an office with a telephone and provide at all times the following:
 - a) A responsible person(s), employed by the Contractor, which shall have the ability to take necessary action regarding all inquiries and/or complaints received from the City of Corona or the General Manager.
 - b) This person(s) shall be reachable twenty-four (24) hours per day and seven (7) days per week.
 - c) An answering service shall be considered an acceptable substitute to full-time coverage, outside of prescribed working hours, provided the Contractors are notified of any communication within one (1) hour after receipt of said communication.
 - d) The telephone number(s) of the Contractors or responsible person(s) of the Contractors shall be a toll-free number for the City of Corona.
- 2) During normal working hours, the Contractor's Supervisors, who are responsible for providing maintenance services, shall be available for notification through radio or cellular telephone communication.

N. Storage Facilities

The City of Corona shall not provide any storage facilities for the Contractors.

O. Locks and Keys

- 1) Where City of Corona locks and keys are required as part of this contract, the Contractors shall:
- 2) Not duplicate any coded City key furnished by the City.
- 3) Surrender all keys furnished by the City promptly at the end of the contract period, or at any time deemed necessary by the General Manager to prevent loss to the City of Corona.
- 4) Protect the security of City property by keeping controller cabinet and enclosure doors locked at all times.
- 5) Refrain from using premises behind locked doors for storage of materials, supplies or tools except as approved by the General Manager.

- 6) Be required to pay a \$100.00 deposit for each key issued to open Calsense controller cabinets. This deposit is refundable upon return of the key to the City of Corona. Loss of a key will result in the forfeiture of the key deposit and may restrict the City of Corona from issuing any future keys
- 7) Be required to pay a \$450.00 deposit for each Calsense controller remote transmitter issued to the contractor. This deposit is refundable upon return of the remote transmitter in good condition to the City of Corona. Loss of the remote transmitter or a return of a non-working remote transmitter will result in the forfeiture of the deposit and may restrict the City of Corona from issuing any future remote transmitters.

P. Signs

- 1) Contractors shall not post signs or advertising matter upon the areas under maintenance or improvements thereon, unless prior written approval is obtained from the General Manager.
- 2) Contractors shall, at all times, remove all unauthorized signs and advertising matter in the area under maintenance.

Q. Parking

- 1) Contractors shall park their vehicles and equipment within designated parking areas or in such a location to insure normal vehicular traffic.
- 2) The Contractor's vehicles and equipment shall not be parked or set in such a manner that they block pedestrian access or vehicular right-of-way except as required to comply with all safety standards of OSHA or CAL-OSHA.

R. Unknown Obstructions

Should any unknown obstruction be encountered during the course of this contract the Contractor should immediately bring it to the attention of the City. The Contractor shall be responsible for the protection of all existing equipment, furniture, or utilities encountered within the work area.

S. Removing Obstructions and Maintenance of Existing Improvements

- 1) When the work hereunder involves performance upon City property, and when the proper completion of the said work requires their temporary or permanent removal, the Contractors shall, at their own expense, remove, and without unreasonable delay temporarily or permanently replace or relocate to the satisfaction of the City and of another person or agency having jurisdiction, all water pipes, gas pipes, drainage lines, irrigation

lines, sewer lines, pipelines, conduits, culverts, roads, driveways, fences, bridges, railroad tracks, wires, poles, towers, retaining walls, buildings, curbs, gutters, concrete walks, trees, shrubs, lawns, and all other improvements of whatsoever character not required by law to be removed by the City thereof; and all such improvements temporarily removed shall be maintained until permanently replaced, all at the Contractor's expense.

- 2) Where the work is to be constructed in, or adjacent to, areas which have been improved by lawns, trees, shrubs, or gardens, the Contractors shall remove such trees or plants as may be necessary for the prosecution of the work and give them proper care and attention until the work has been satisfactorily completed, after which the Contractors shall replace them in as nearly the original condition and location as is reasonably possible. Where it is necessary to deposit the excavated materials on lawns during the process of construction, the Contractors shall first lay burlap or canvas on the lawn to prevent contact between the excavated material and the lawn.
- 3) Unless otherwise indicated in the contract documents all utility lines, conduits, wires, or structures shall be maintained by the Contractors and shall not be disturbed, disconnected, or damaged by them during the progress of the work, provided, that should the Contractors in the performance of the work disturb, disconnect, or damage any of the above, all expense, arising from such disturbance, or in the replacement or repair thereof, shall be borne by the Contractors. However, in accordance with Section 4215 of the California Government Code, the Contractors shall be compensated for the cost of locating and repairing damage to main or trunk line utility facilities located on the jobsite, not due to the failure of the Contractors to exercise reasonable care; for costs of removing or relocating such utility facilities not indicated in the contract documents with reasonable accuracy; and for the operation cost for equipment on the project necessarily idled such work.
- 4) At least two working days prior to commencing any excavation pursuant to this Contract, the Contractors shall contact Underground Service Alert at (800) 227-2600 or other appropriate regional notification center if the excavation will be conducted in an area which is known, or reasonably should be known, to contain subsurface installations.

T. Use of Chemicals

- 1) Contractors shall submit a list of all chemical herbicides and pesticides, proposed for use under this contract for approval by the General Manager. Materials included on this list shall be limited to chemicals approved by the State of California Department of Pesticide Regulation, and shall

include the exact brand name and generic formulation. The use of any chemical on the list shall be based on the recommendations of a licensed pest control advisor where required by law.

- 2) The use of chemicals shall conform to the current County of Riverside Agriculture Commissioner regulations. No chemical herbicide or pesticide shall be applied until its use is approved, in writing, by the General Manager as appropriate for the purpose and area proposed.

U. Emergency Calls

- 1) Contractors shall maintain a 24 hours per day seven days per week on-call service for emergency calls. Contractors shall respond to an emergency call within two (2) hours.
- 2) Calls of an emergency nature received by the General Manager shall be referred to the worksite Contractor for immediate disposition.
- 3) If the worksite Contractor cannot be reached within two (2) hours the City will deduct from the monthly billing the cost of City forces, or other sources, used to repair the emergency.
- 4) The Contractor shall not receive additional compensation for responding to emergencies for work included within this contract.
- 5) In situations involving emergency repair work after normal work hours, Contractors shall dispatch qualified personnel and equipment to reach the site within two (2) hours.
 - a) The Contractor's vehicle shall carry sufficient equipment to effect safe control of traffic.
 - b) When the worksite Contractor arrives at the site, the Contractor shall set up traffic warning and control devices, if deemed necessary, and proceed to repair on a temporary/permanent basis.
 - c) If a City Representative is still at the site when the worksite Contractor arrives, the Contractor shall quickly evaluate the situation and discuss it with that responsible person.
 - If the repair will take only a few minutes, the City Employee may stay to continue to direct traffic while the Contractor makes the repairs.
 - If the repair will take longer than the City Employee can wait, the Contractor shall immediately set up temporary traffic control

devices and all other necessary warning devices and relieve the City Representative.

- d) The Contractor shall notify the General Manager, or his representative by telephone within 24 hours of any emergency work that is performed.
- 6) An emergency may be called by the following individuals or agencies at any time for extraordinary services involving repair work:
 - a) City Manager
 - b) Assistant City Manager
 - c) General Manager of Maintenance Services Department
 - d) Police Department
 - e) Parks Superintendent
 - f) Maintenance Manager
 - g) Fire Department
 - h) Utility Construction Superintendent
 - i) Park & Landscape Contract Inspector
- 7) The following emergency phone numbers is listed for the convenience of Contractors.

Maintenance Services Department	(951) 736-2234
Fire Department (Dispatch)	(951) 736-2220
Fire Department (Emergency)	911 or (951) 736-2222
Police Department (Emergency)	911 or (951) 736-2333
AMR/Goodhew Ambulance Service	(951) 735-6666
Corona Regional Medical Center	(951) 737-4343
Southern California Edison	(800) 684-8123
Southern California Gas (Transmission)	(800) 427-2200
Arco Pipeline	(562) 423-5949
Underground Service Alert	811 or (800) 227-2600

V. Additional Work

- 1) The General Manager may, at his discretion, authorize the Contractors to perform additional work. Additional work shall be defined as work not included in this Agreement.
- 2) Prior to the Contractors performing any additional work, the Contractors shall prepare and submit a written description of why the additional work is required, what type of work is proposed, and a cost estimate for the additional work as stated below in V.3. No work shall commence without written authorization from the General Manager, or his delegated agent. Notwithstanding the above authorization, when a condition exists where there is imminent danger of injury to the public or damage to property, the General Manager may verbally authorize the work to be performed upon

receiving a verbal estimate from the Contractors. However, within twenty-four (24) hours after receiving a verbal authorization, the Contractors shall submit a written estimate to the General Manager for approval.

- 3) The cost estimate for additional work shall consist of the following elements:
 - a) Base cost of labor plus fifteen percent (15%) for overhead and profit.
 - b) Actual cost of materials plus ten percent (10%) for overhead and profit.
 - c) Materials may be provided by the City of Corona.
- 4) Written authorization from the General Manager, or his delegated agent, shall be by the issuance of a Change Order. This Change Order shall be considered an amendment to this Agreement and approved by the General Manager and Contractor.
- 5) All additional work shall commence on the specified date established and shall diligently proceed until completion.
- 6) Upon completion of the additional work the General Manager, or his delegated agent, shall be notified so that the work may be verified.
- 7) Contractors shall submit an invoice for compensation with attached photocopies of original invoices for materials. Compensation shall not exceed the written estimate. The Contractor's invoice shall be subject to audit and review by the City prior to payment.
- 8) The City of Corona reserves the right to repair and/or contract with a third party to perform such additional work.

W. Addition or Deletion of Landscape Areas

- 1) The Contractors shall maintain, at a unit price comparable to other existing landscape areas and subject to the General Manager's approval, additional landscape areas that the City adds to this contract. In the event that notification is made of a new installation other than at the beginning of a monthly period, the unit cost negotiated and agreed upon by the parties, shall be pro-rated from the day the Contractor is notified to start maintenance.
- 2) The City may elect to delete worksites, or portions thereof, within this Agreement at a unit price comparable to the bid price of said worksites.

3) Minor Modifications

The General Manager may modify these specifications with the joint approval of the Contractor.

2. CONTRACTOR PERFORMANCE

A. Contractor Non-Performance

- 1) If the General Manager determines that there are deficiencies in the performance of this Agreement, the General Manager *may* provide a written and/or verbal notice to the Contractor stating the deficiencies and specifying a time frame to correct the specified deficiencies.
- 2) Should the Contractor fail to correct any deficiencies within the stated time frame, the General Manager may exercise the following measures:
 - a) Deduct from the Contractor's payment the amount necessary to correct the deficiency, including City overhead.
 - b) Withhold the entire or partial payment or a percentage of the monthly payment.
 - c) Utilize City forces, or an alternate source, to correct the deficiency and deduct from the Contractor's payment the total cost, including City overhead.
 - d) Deduct liquidated damages for *each* deficiency from the Contractor's payment.
- 3) Failure to Maintain Maintenance Work Schedule: Failure on the part of the contractor to maintain the required production rate for a project area shall be sufficient reason for the General Manager to have the work in question, or portions thereof, completed by others. If work is completed by others, any additional cost will be deducted from the contractor's monthly billing. It will remain at the Maintenance Services Department's discretion to determine if work shall be done by another contractor. The contractor may also be assessed liquidated damages because of breach of contract as described above. Should it become necessary to penalize a contractor on more than one occasion for failure to meet specifications within the agreement, the contractor may be released from his contractual obligation to the City.
- 4) The actions above shall not be construed as a penalty but as an adjustment of payment to the Contractor to recover City of Corona cost due to the

failure of the Contractor to complete or comply with the provisions of this Agreement.

- 5) Contractor non-performance resulting in a deduction or the withholding of funds will also result in the City of Corona sending a notice to the Contractor's bonding company at the end of the month.
- 6) The General Manager shall decide all questions which arise as to the manner of performance and completion per schedule, acceptable fulfillment of the contract by the Contractor, interpretation of the specifications, and compensation to include completion of work by alternate sources.
- 7) In addition to the above provisions, in the event of a failure to correct a deficiency, or for any other breach of this Agreement by the Contractor, the City of Corona may immediately terminate this Agreement.

B. Complaints from City

- 1) The Contractors shall maintain a monthly written log of all complaints which includes the date and time received and the action taken or the reason for non-action. The monthly log of complaints shall accompany the monthly invoice.
- 2) All complaints shall be abated as soon as possible after notification; but in all cases within 24 hours, to the satisfaction of the General Manager.
- 3) If any complaint is not abated within 24 hours, the General Manager shall be notified immediately of the reason for not abating the complaint, followed by a written report to the General Manager within five (5) days.
- 4) If the complaints are not abated within the time specified, or to the satisfaction of the General Manager, the General Manager may correct the specific complaint and the total cost incurred by the City of Corona shall be deducted and forfeited from the payments owing to the Contractor from the City of Corona.

C. Contractor Liability

- 1) All damage to existing improvements located within areas, and adjacent to areas under maintenance, which in the opinion of the General Manager are due to the Contractor's operation, shall be repaired or replaced at the Contractor's expense with similar materials and in an approved manner.
- 2) Such repairs and/or replacement shall be performed by the Contractor at no cost to the City, and shall be accomplished as directed by the General Manager or his representative. Repairs shall be made immediately after

damage or alteration occurs. Deductions shall be made from the Contractor's payment in the amount necessary to compensate the City for such repairs in the event such repair work is done by City forces or another source as stated in GENERAL SPECIFICATIONS 2.A.2.

- 3) Irrigation damage due to the Contractor shall be repaired or replaced within the following time limits:
 - a) Mainline irrigation breaks shall be repaired within two (2) hours.
 - b) All other irrigation repair and/or replacement shall be completed within one (1) working day.
- 4) All damages to turf, ground cover, shrubs, vines or trees due to the Contractor shall be repaired or replaced within five (5) working days.
 - a) Damage to turf shall be repaired by replacement with the appropriate variety of sod; reseeding shall not be considered as an adequate repair.
 - b) Damage to ground cover shall be repaired by replacement with the appropriate variety of plant material. Size and spacing shall be determined by the General Manager.
 - c) Damage to shrubs may be corrected by appropriate pruning; however, if in the opinion of the General Manager the damage is severe, the shrub shall be removed and replaced with a similar variety and size.
 - d) Minor damage to trees, such as bark lost from mechanical equipment, shall be remedied by a qualified Arborist.
 - e) If the damage results in the loss of the tree; or, if in the opinion of the General Manager the damage is severe, the damaged tree shall be removed and replaced with a similar variety and size to be determined by the Department.
- 5) All damage resulting from chemical application and/or operation by the Contractor, either by spray-drift, improper application, lateral leaching, or other means, shall be corrected in accordance with the previous provisions and the soil conditioned to ensure its ability to support plant life.
- 6) All work shall be inspected, verified, and completed to the satisfaction of the General Manager, or his authorized representative.

3. PAYMENT PROCESSES

A. Payroll Records

- 1) Section 1776, Chapter 1 of Division 2, from the California Labor Code requires that each Contractor and Subcontractor keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and each week, and the actual per diem wages paid each journeyman, apprentice or worker employed by him.
- 2) The employee's own payroll records shall be available for inspection, and a copy shall be made available to the employee or his authorized representative, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standard.
- 3) Pursuant to Labor Code Section 1778.8, the Contractor agrees to pay travel and subsistence payments to each workman needed to execute the work in accordance with the applicable collective bargaining agreements filed with the Department of Industrial Relations.

B. Method of Payment

- 1) The Contractor will be paid monthly for satisfactory work performed under this contract.
- 2) Prior to the first day of each month the Contractors shall submit an invoice and with the following reports required in the Agreement for work performed in the prior month:
 - a) Site Inspection Form
 - b) Recycled Green Waste Report
 - c) Complaint Log
- 3) This invoice shall be in accordance with the contract price and shall become the basis for payment.
- 4) This invoice shall be subject to review and approval by the General Manager.
- 5) All submitted invoices, approved by the General Manager, shall require a **minimum of three (3) weeks** for processing by the City of Corona Finance Department.
- 6) Any charges in the invoice not approved by the General Manager shall not be paid by the City.

C. Compensation for Routine Maintenance

- 1) The City shall compensate Contractors based upon the total dollar amount of a bid or the total dollar amount of a combination of bids, if applicable, in monthly installments beginning 30 days after the commencement of work.
- 2) Billing adjustments may be made where authorized by this Agreement.

D. Payments Withheld

The City may withhold entire or partial payment for reasons as follows:

- 1) Work required in the specifications which is defective, incomplete (full cycles not completed) or not performed.
- 2) Claims filed or reasonable evidence indicating probable filing of claims.
- 3) Failure of the Contractor to make payments properly to subcontractors, or for materials and/or labor.
- 4) A reasonable doubt that the contract cannot be completed for the remaining balance.
- 5) Reports, logs, or other contractual written documentation required of the Contractor to be delivered to the General Manager which is/are incomplete or not performed.

E. Substitution of Securities

The Contractors may, at his sole cost and expense, substitute securities equivalent to any monies withheld by the City to insure performance under the contract. Such securities shall be deposited with the City or with a State of Federally Chartered Bank as escrow agent who shall pay such monies to the Contractors upon satisfactory completion of the contract. The Contractor shall be the beneficial owner of any securities substituted for monies withheld and shall receive any interest thereon. Securities eligible for investment under this section shall include those listed in Public Contract Code Section 22300.

SECTION IV.

BID CONTENT AND FORMS

A. BID FORMAT AND CONTENT

1. Presentation

Bids should not include any unnecessarily elaborate or promotional material. Information should be presented in the order in which it is requested. Lengthy narrative is discouraged, and presentations should be brief and concise. Bids shall contain the following:

- a. identification of Bidder, including name, address and telephone;
- b. proposed working relationship between Bidder and subcontractors, if applicable;
- c. acknowledgment of receipt of all NIB addenda, if any;
- d. name, title, address and telephone number of contact person during period of bid evaluation;
- e. a statement to the effect that the bid shall remain valid for a period of not less than 90 days from the date of submittal; and
- f. signature of a person authorized to bind Bidder to the terms of the bid.

Bidder may also propose enhancement or procedural or technical innovations to the Technical Specifications which do not materially deviate from the objectives or required content of the project, pursuant to all requirements contained in Section IV.A.2 below.

2. Exceptions/Deviations

State any exceptions to or deviations from the requirements of this NIB on the Bid/Price form where indicated. Bidders are cautioned that exceptions to or deviations from NIB requirements may cause their bid to be rejected as non-responsive.

3. Appendices

Information considered by Bidder to be pertinent to this NIB and which has not been specifically solicited in any of the aforementioned sections may be placed in a separate appendix section. Bidders are cautioned,

however, that this does not constitute an invitation to submit large amounts of extraneous materials; appendices should be relevant and brief.

B. LICENSING AND CERTIFICATION REQUIREMENTS

By submitting a bid, bidder warrants that any and all licenses and/or certifications required by law, statute, code or ordinance in performing under the scope and specifications of this NIB are currently held by bidder, and are valid and in full force and effect. Copies or legitimate proof of such licensure and/or certification shall be included in bidder's response. **Bids lacking copies and/or proof of said licenses and/or certifications may be deemed non-responsive and may be rejected.**

C. BID / PRICE FORMS

Bidder shall complete the Bid / Price Form in its entirety including: 1) all items listed and total price; 2) all additional costs associated with performance of specifications; and 3) Bidder's identification information including a binding signature.

Bidder shall state cash discounts offered. Unless discount payment terms are offered, payment terms shall be "Net 30 Days". Payment due dates, including discount period, will be computed from date of City acceptance of the equipment or materials or of a correct and complete invoice, whichever is later, to the date City's check is mailed. Any discounts taken will be taken on full amount of invoice, unless other charges are itemized and discount thereon is disallowed.

All prices shall be quoted F.O.B. destination, Corona, California. All shipping, handling and freight charges must be shown separately on the Bid / Price Form.

D. MODIFICATIONS OF BIDS

Each Bidder shall submit its Bid in strict conformity with the requirements of the Contract Documents. Unauthorized additions, modifications, revisions, conditions, limitations, exclusions or provisions attached to a Bid may render it non-responsive and may cause its rejection. Bidders shall neither delete, modify, nor supplement the printed matter on the Bid Forms, nor make substitutions thereon. Oral, telephonic and electronic modifications will not be considered, unless the Notice Inviting Bids authorizes the submission of electronic bids and modifications thereto and such modifications are made in accordance with the Notice Inviting Bids.

BID / PRICE FORM

REQUEST FOR QUOTES:	<u>NIB No. 18-012JT</u>
DESCRIPTION OF NIB :	<u>Landscape Maintenance Services for Parks and Special Facility Areas 2 & 3</u>
BIDDER'S NAME/ADDRESS:	<u></u> <u></u> <u></u> <u></u>
NAME/TELEPHONE NO. OF AUTHORIZED REPRESENTATIVE	<u></u> <u></u>

ANNUAL PURCHASE ORDER

The Initial Purchase Order Period shall be effective on or about January 1, 2018 through December 31, 2018. The Purchase Order may be extended by the City for up to five (5) consecutive one (1) year option renewal periods under the terms and conditions of the original contract. Should the City elect to exercise the option to extend this agreement for an additional one (1) year period, the Parties shall negotiate pricing for such period prior to commencement of the additional one year period. Negotiated price increasing during the additional one (1) year period shall not exceed the percentage change in the United States Bureau of Labor Statistics Consumer Price Index "All Urban Consumers for Los Angeles, Riverside and Orange County, CA" (CPI) for the most recent twelve months for which statistics are available. This method of price negotiation shall apply to each extension period exercised." Option years shall become effective only upon issuance by the City of a duly authorized Purchase Order.

The City retains the right to exercise option year renewals at its sole discretion.

- Option year 1, if exercised, shall be effective January 1, 2019 through December 31, 2019.
- Option year 2, if exercised, shall be effective January 1, 2020 through December 31, 2020.
- Option year 3, if exercised, shall be effective January 1, 2021 through December 31, 2021.
- Option year 4, if exercised, shall be effective January 1, 2022 through December 31, 2022.
- Option year 5, if exercised, shall be effective January 1, 2023 through December 31, 2023.

Option years shall become effective only upon issuance by the City of a duly authorized Purchase Order.

Please provide detailed Firm Fixed Price cost information in the spaces provided below, and any other incidental or additional costs required to complete the Technical Specification requirements.

Unit costs shall include all materials, supplies, labor, equipment and ancillary costs required to complete the work.

BID AREA 2 and 3

Park	Monthly Amount
Border Park	
Brentwood Park	
Buena Vista Park	
Lincoln Park	
Mangular Park	
Mountain Gate Park	
Ontario Park	
Ridgeline Park	
Serfas Club Park	
Additional Services	
Irrigation Services	
Lift tree canopies (quarterly)	
Grand Total	

Item No.	Item Description	Bid Amount
1	Bid Area #2 and #3 Combined (Base Bid)	
2	<u>Optional Maintenance Item for Parks Facilities</u> Mulch in any open areas or planters once per year in Spring (April)	
3	<u>Optional Maintenance Item for Parks Facilities</u> Aerate and apply City provided fertilizer in turf grass areas semi-annually (April and October)	
4	<u>Optional Maintenance Item for Parks Facilities</u> Adding wood chips to playground areas - once per year (certified virgin playfiber)	
	<u>Bid Total</u>	

Total Bid Price in Numbers.....\$_____

Determination of Lowest Bid: The lowest bid price will be determined by the bid amount of the Base Bid in each area and the bid amount of the Optional Maintenance Items for the Parks Facilities.

Calculation of Total Bid Price for Contract: Since the Contract Documents *may* specify optional bid items, the optional bid items bid price amount may be added to bid amount of each Bid Area entered above only at the City's sole option. The City can choose to include the optional bid items in the Project. If the optional bid items are selected by the City, the resulting amount shall be added to the Total Base Bid Price for the Project. The City may select the optional bid items at the stated Bid Price up to sixty (60) days following award of the Contract. The City can award/select optional bid items at any time(s).

Where there is a discrepancy between item unit price and extended total, UNIT PRICE WILL GOVERN.

Please check your calculations before submitting your bid; the City will not be responsible for Bidder miscalculations.

In the event that bidder intends to bid zero-dollar value for any item shown in the Bid/Price Form, bidder shall enter "zero" or "0" in the space provided for price or cost. With the exception of "Reason(s) for No Bid", all spaces in the Bid/Price Form shall be filled in by bidders. City reserves the right to reject as non-responsive any or all bids containing blank spaces.

Bidder shall complete the following required information:

Bidder's Acknowledgement of His Understanding of the Terms and Conditions.

Signature below verifies that Bidder has read, understands, and agrees to the conditions contained herein and on all of the attachments and agenda.

Are there any other additional or incidental costs which will be required by your firm in order to meet the requirements of the Technical Specifications? Yes / No. (circle one). If you answered "Yes", please provide detail of said additional costs: _____

Please indicate any exceptions to or deviations from the NIB Requirements here.

Have you included in your bid all informational items and forms as requested? Yes / No .
(circle one). If you answered "No", please explain: _____

Have you been or are you on any federal list of debarred or suspended bidders?
Yes / No (circle one)

This offer shall remain firm for 90 days from NIB close date.

Terms and conditions as set forth in this NIB apply to this bid.

Cash discount allowable _____ % _____ days; unless otherwise stated, payment terms are: Net thirty (30) days.

In signing this bid, Bidder warrants that all certifications and documents requested herein are attached and properly completed and signed.

From time to time, the City may issue one or more addenda to this NIB. Below, please indicate all Addenda to this NIB received by your firm, and the date said Addenda was/were received. It is the bidder's responsibility to ensure that all addendums are received. Failure to acknowledge receipt of addenda may cause the City to reject the bid as non-responsive.

Verification of Addenda Received

Addenda No: _____	Received on: _____
Addenda No: _____	Received on: _____
Addenda No: _____	Received on: _____

AUTHORIZED SIGNATURE: _____

PRINT SIGNER'S NAME AND TITLE: _____

DATE SIGNED: _____

COMPANY NAME & ADDRESS:

PHONE: _____

FAX: _____

EMAIL: _____

IF SUBMITTING A "NO BID", PLEASE STATE REASON(S) BELOW:

Forms to be returned with Bid response:

- 1) Bid / Price Form
- 2) Non-Collusion Declaration
- 3) Experience Statement
- 4) Sub-Contractors List

NON-COLLUSION DECLARATION
(TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID)

The undersigned declares:

I am the _____ [title] of
_____ [bidder], the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or a sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, plotted, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price, or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on
_____ [date], at _____ [city],
_____ [state].

Signature

Typed or Printed Name

Title

Party Submitting Bid

State of California }
County of Riverside } ss. CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

On _____ (date), before me, _____
(here insert name and title of the officer), personally appeared _____ who
proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to
the within instrument and acknowledged to me that he/she/they executed the same in his/her/their
authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity
upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

[Seal]

Signature _____

LOCAL BIDDER PREFERENCE PROGRAM STATEMENT
To Be Submitted With Bid

This bid shall be subject to the City of Corona local bidder preference program. To qualify, bidders must be a “local business” with: (i) fixed facilities with one or more employees, which may include a sole proprietor, located at an address within City limits (a post office box alone is insufficient); and (ii) an appropriate City business license/permit. Bidders seeking to qualify for this local program shall provide supporting information and certify in writing that they meet the above requirements as part of the bid submittal.

A qualifying local business shall be entitled to a reduction of five percent (5%) in the tabulation of its bid for purposes of determining the lowest responsible bidder, unless otherwise prohibited by law.

The Local Program shall be applicable to only purchases of materials, supplies, and equipment as well as contracts for maintenance work and other general services projects, which are competitively bid and which involve an expenditure of two-hundred thousand dollars (\$200,000) or less. For recurring purchases, the Local Program shall be applicable only to the City’s first two-hundred thousand dollars (\$200,000) worth of such purchases for any fiscal year, as determined by city staff in its sole discretion.

The Local Program shall also establish a preference for the purchase of materials, supplies, and equipment, as well as contracts for maintenance work and other general services, which are competitively bid and which involve an expenditure of more than two-hundred thousand dollars (\$200,000). Such preference shall allow the City to take into consideration the net sales tax to be returned to the City as a result of an award to a qualifying Local Business in determining the lowest responsive and responsible bidder. The net sales tax shall be calculated based on the applicable bid price provided by the bidder in accordance with the City’s purchasing policy.

Local Bidder Preference Qualifications: (Bidder–provide the following information)

Bidder’s Name

Address of Bidder within City limits
(a post office box does not qualify)

Bidder’s City of Corona business license number_____

I hereby certify that I qualify for the City of Corona Local Bidder Preference Program.

Signature of Bidder

(Buyer – This form should be used only

with solicitations for Services)

**EXPERIENCE STATEMENT
To Be Submitted with Bid**

List at least three references for work of a similar nature performed within the last three years.

I hereby certify that I have performed the work listed below.

Signature of Bidder

Project Client	Description of Bidder's Work	Period of Performance	Contact Name & Phone

SUBCONTRACTORS LIST

The following is a list of the subcontractors that will be used in the work if the Bidder is awarded the contract, and no subcontractor not listed below will be used without the written approval of the (Name of Agency). Additional numbered pages outlining this portion of the bid may be attached to this page.

NOTE: Subcontractors' address, telephone number, license numbers, class and expiration date information may be omitted from this form but must then be submitted within two (2) working days following the opening of bids. Subcontractor name, location, and item of work must be stated at the time of the bid.

Bidder Name

SUBCONTRACTORS LIST, Page 1		
<i>All Subcontractors in excess of 1/2 of 1% of total bid must be listed.</i>		
SUBCONTRACTOR:		ITEM OF WORK:
LOCATION/ADDRESS:		
LICENSE NO. CLASS:	EXPIRATION DATE: / /	PHONE: ()
SUBCONTRACTOR:		ITEM OF WORK:
LOCATION/ADDRESS:		
LICENSE NO. CLASS:	EXPIRATION DATE: / /	PHONE: ()

CITY OF CORONA

NOTICE INVITING BIDS NIB No. 18-012JT

PAYMENT BOND (LABOR AND MATERIALS)

KNOW ALL MEN BY THESE PRESENTS That

WHEREAS, the City of Corona (hereinafter designated as the "City"), by action taken or a resolution passed _____, 20____ has awarded to _____ hereinafter designated as the "Principal," a contract for the work described as follows: _____ (the "Project"); and

WHEREAS, the work to be performed by the Principal is more particularly set forth in the Contract Documents for the Project dated _____, (hereinafter referred to as "Contract Documents"), the terms and conditions of which are expressly incorporated herein by reference; and

WHEREAS, said Principal is required to furnish a bond in connection with said Contract Documents; providing that if said Principal or any of its Subcontractors shall fail to pay for any materials, provisions, provender, equipment, or other supplies used in, upon, for or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, or for amounts due under the Unemployment Insurance Code or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of said Principal and its Subcontractors with respect to such work or labor, the Surety on this bond will pay for the same to the extent hereinafter set forth.

NOW THEREFORE, we, the Principal and _____ as Surety, are held and firmly bound unto the City in the penal sum of _____ DOLLARS and _____ CENTS (\$ _____) lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, his or its subcontractors, heirs, executors, administrators, successors or assigns, shall fail to pay any of the persons named in Section 9100 of the Civil Code, fail to pay for any materials, provisions or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the Contract Documents, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department or Franchise Tax Board from the wages of employees of the contractor and his subcontractors pursuant to Section 18663 of the Revenue and Taxation Code, with respect to such work and labor the Surety or Sureties will pay for the same, in an amount not exceeding the sum herein above specified, and also, in case suit is brought upon this bond, all litigation expenses incurred by the City in such suit, including reasonable attorneys' fees, court costs, expert witness fees and investigation expenses.

This bond shall inure to the benefit of any of the persons named in Section 9100 of the Civil Code so as to give a right of action to such persons or their assigns in any suit brought upon this bond.

It is further stipulated and agreed that the Surety on this bond shall not be exonerated or released from the obligation of this bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract (including the Contract Documents), plans, specifications, or agreement pertaining or relating to any scheme or work of improvement herein above described, or pertaining or relating to the furnishing of labor,

materials, or equipment therefore, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement herein above described, nor by any rescission or attempted rescission or attempted rescission of the Contract Documents, agreement or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the bond and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given, and under no circumstances shall Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the owner or City and original contractor or on the part of any obligee named in such bond, but the sole conditions of recovery shall be that claimant is a person described in Section 9100 of the Civil Code, and has not been paid the full amount of his claim and that Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned.

Notwithstanding any other provision of this bond, it is expressly understood, acknowledged and agreed that it shall provide all of the protections required by California Civil Code Sections 9550 through 9566, including the specific coverage protections required by Section 9554.

**[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK
SIGNATURES ON FOLLOWING PAGE]**

**SIGNATURE PAGE FOR
CITY OF CORONA
PAYMENT BOND**

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the ____ day of _____ 20____ the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

CONTRACTOR/PRINCIPAL

(Corporate Seal of Contractor/
Principal, if a Corporation)

Name of Contractor/Principal (Type or Print)

By: _____
Name (Signature)

Name (Type or Print)

Title (Type or Print)

SURETY

(Seal of Surety)

Name of Surety (Type or Print)

By: _____
Attorney-In-Fact

ACKNOWLEDGMENT

State of California

County of _____)

On _____ before me,
(insert name and title of the officer)

personally appeared _____
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

NOTE: A copy of the Power-of-Attorney to local representatives of the bonding company must be attached hereto.

*****MODEL - REMOVE THIS TITLE WHEN USED*****

CITY OF CORONA

NOTICE INVITING BIDS NIB No. 18-012JT

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, the City of Corona (hereinafter referred to as "City") has awarded to _____, (hereinafter referred to as the "Contractor") an agreement for _____ (hereinafter referred to as the "Project").

WHEREAS, the work to be performed by the Contractor is more particularly set forth in the Contract Documents for the Project dated _____, (hereinafter referred to as "Contract Documents"), the terms and conditions of which are expressly incorporated herein by reference; and

WHEREAS, the Contractor is required by said Contract Documents to perform the terms thereof and to furnish a bond for the faithful performance of said Contract Documents.

NOW, THEREFORE, we, _____, the undersigned Contractor and _____ as Surety, a corporation organized and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto the City in the sum of _____ DOLLARS and _____ CENTS (\$ _____), said sum being not less than one hundred percent (100%) of the total amount of the Contract, for which amount well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the Contractor, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the Contract Documents and any alteration thereof made as therein provided, on its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill all obligations including, if provided as part of the Contract Documents, the one-year guarantee of all materials and workmanship; and shall indemnify and save harmless the City, its officers and agents, as stipulated in said Contract Documents, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a condition precedent to the satisfactory completion of the Contract Documents, unless otherwise provided for in the Contract Documents, the guarantee obligation shall hold good for a period of one (1) year after the acceptance of the work by City, during which time if Contractor shall fail to make full, complete, and satisfactory repair and replacements and totally protect the City from loss or damage resulting from or caused by defective materials or faulty workmanship, the obligations of Surety hereunder shall continue so long as any obligation of Contractor remains. Nothing herein shall limit the City's rights or the Contractor or Surety's obligations under the Contract Documents, law or equity, including, but not limited to, California Code of Civil Procedure section 337.15.

*****INCLUDE THIS PARAGRAPH ONLY IF AN ATTORNEYS FEES PROVISION IS INCLUDED IN THE CONTRACT DOCUMENTS; DELETE OTHERWISE; ALWAYS DELETE BLUE HIGHLIGHTING. CONSULT CITY ATTORNEY IF NECESSARY*****As a part of the obligation secured hereby and in addition to the face

amount specified therefor, there shall be included costs and reasonable expenses and fees including reasonable attorney's fees, incurred by City in enforcing such obligation.

Whenever Contractor shall be, and is declared by the City to be, in default under the Contract Documents, the Surety shall remedy the default pursuant to the Contract Documents, or shall promptly, at the City's option:

- (1) Take over and complete the Project in accordance with all terms and conditions in the Contract Documents; or
- (2) Obtain a bid or bids for completing the Project in accordance with all terms and conditions in the Contract Documents and upon determination by Surety of the lowest responsive and responsible bidder, arrange for a contract between such bidder, the Surety and the City, and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the City under the Contract Documents and any modification thereto, less any amount previously paid by the City to the Contractor and any other set offs pursuant to the Contract Documents.
- (3) Permit the City to complete the Project in any manner consistent with California law and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the City under the Contract Documents and any modification thereto, less any amount previously paid by the City to the Contractor and any other set offs pursuant to the Contract Documents.

Surety expressly agrees that the City may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Contractor.

Surety shall not utilize Contractor in completing the Project nor shall Surety accept a bid from Contractor for completion of the Project if the City, when declaring the Contractor in default, notifies Surety of the City's objection to Contractor's further participation in the completion of the Project.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project to be performed thereunder shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project and the provisions of Section 2819 and 2845 of the California Civil Code. Without limiting the foregoing, such changes, extensions of time and alterations or additions shall include, but are not limited to, changes or alterations to the Contract Documents (including, without limitation, an increase in the total dollar amount of the Contract Documents), extensions of time, or modifications of the time, terms, or conditions of payment to the Contractor.

[*INCLUDE THE FOLLOWING PROVISIONS IN ADDITION TO THE FOREGOING 2 SENTENCES ONLY IF THE BOND IS USED FOR "AS-NEEDED" OR "ON-CALL" SERVICES; DELETE OTHERWISE; ALWAYS DELETE BLUE HIGHLIGHTING. CONSULT CITY ATTORNEY IF NECESSARY***]As-Needed or On-Call Services.** Since the Contract Documents involve "as-needed" or "on-call" services, each individual call-out or project work order under the Contract Documents is a separate project for purposes of the City's bidding and purchasing requirements. In addition, the term of such Contract Documents are based upon the expiration of a date certain and not upon the completion of the Project or any individual project work order. Thus, the Contractor may wish to change sureties or its bond during the term of the Contract Documents, including at the natural expiration of the initial term or any renewal term. Therefore, regardless of any term or timeframe limitation specified above, the obligations of this bond shall include any and all work authorized in accordance with the Contract Documents during any such period this bond was in place, regardless of when the initial term or any renewal term of the Contract Documents expires or is terminated, and regardless of when the Project or any individual project work order is completed. Nothing herein shall be construed to otherwise limit the guarantees and rights of this obligation,

including those which may extend beyond when the initial term or any renewal term of the Contract Documents expires or is terminated, or beyond when the Project or any individual project work order is completed. Furthermore, the execution of separate and/or additional bond(s) during the initial term or any renewal term shall not extinguish, exonerate, or terminate the guarantees and obligations as set forth in this bond. Finally, when describing in the preceding paragraph the waiver of notice and the provisions of California Civil Code Sections 2819 and 2845, any changes or alterations to the Contract Documents shall also include an increase in the compensation for a project work order.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK

SIGNATURES ON FOLLOWING PAGE]

**SIGNATURE PAGE FOR
CITY OF CORONA
PERFORMANCE BOND**

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20____.

CONTRACTOR/PRINCIPAL

(Corporate Seal of Contractor/
Principal, if a Corporation)

Name of Contractor/Principal (Type or Print)

By: _____
Name (Signature)

Name (Type or Print)

Title (Type or Print)

SURETY

(Seal of Surety)

Name of Surety (Type or Print)

By: _____
Attorney-In-Fact

The rate of premium on this bond is _____ per thousand. The total amount of premium charges, \$_____.

(The above must be filled in by corporate attorney.)

THIS IS A REQUIRED FORM

Any claims under this bond may be addressed to:

(Name and Address of Surety) _____

(Name and Address of Agent or Representative for service of process in California, if different from above) _____

(Telephone number of Surety and Agent or Representative for service of process in California) _____

ACKNOWLEDGMENT

State of California

County of _____)

On _____ before me,
(insert name and title of the officer)

personally appeared _____
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

NOTE: A copy of the Power-of-Attorney to local representatives of the bonding company must be attached hereto.

SECTION V.

**** SAMPLE - DO NOT EXECUTE ****

*****MODEL - REMOVE THIS TITLE WHEN USED*****

**CITY OF CORONA
MAINTENANCE/GENERAL SERVICES AGREEMENT
WITH ***INSERT NAME*****

(*INSERT TYPE OF SERVICES*** – ***INSERT PROJECT NAME***)**

1. PARTIES AND DATE.

This Agreement is made and entered into this *****INSERT DAY***** day of *****INSERT MONTH*****, *****INSERT YEAR***** (“Effective Date”) by and between the City of Corona, a municipal corporation organized under the laws of the State of California with its principal place of business at 400 South Vicentia Avenue, Corona, California 92882 (“City”) and *****INSERT NAME*****, a *****[INSERT TYPE OF ENTITY - CORPORATION, PARTNERSHIP, SOLE PROPRIETORSHIP OR OTHER LEGAL ENTITY]***** with its principal place of business at *****INSERT ADDRESS***** (“Contractor”). City and Contractor are sometimes individually referred to as “Party” and collectively as “Parties” in this Agreement.

2. RECITALS.

2.1 Contractor.

Contractor desires to perform and assume responsibility for the provision of certain maintenance or other general services required by the City on the terms and conditions set forth in this Agreement. Contractor represents that it is experienced in providing *****INSERT TYPE OF SERVICES***** services to public clients, that it and its employees or subcontractors have all necessary licenses and permits to perform the Services in the State of California, and that is familiar with the plans of City. Contractor shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

2.2 Project.

City desires to engage Contractor to render such services for the *****INSERT NAME OF PROJECT***** project (“Project”) as set forth in this Agreement.

*****INCLUDE THIS SUB-SECTION ONLY IF APPLICABLE; DELETE OTHERWISE***** **2.3 Corona Utility Authority.**

Contractor understands that the City has entered into a Water Enterprise Management Agreement and a Wastewater Enterprise Management Agreement, both dated as of February 6, 2002, with the Corona Utility Authority (“CUA”) for the maintenance, management and operation of those utility systems (collectively, the “CUA Management Agreements”). To the extent that this Agreement is deemed to be a "material contract" under either of the CUA

Management Agreements, City enters into this Agreement on behalf of the CUA and subject to the terms of the applicable CUA Management Agreement(s). *****INCLUDE THIS SUBSECTION ONLY IF APPLICABLE; DELETE OTHERWISE*****

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Contractor promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional *****INSERT TYPE OF SERVICES***** maintenance or other general services necessary for the Project (“Services”). The Services are more particularly described in Exhibit “A” attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term. The term of this Agreement shall be from *****INSERT START DATE***** to *****INSERT ENDING DATE***** (“Term”), unless earlier terminated as provided herein. Contractor shall complete the Services within the Term of this Agreement, and shall meet any other established schedules and deadlines. *****OPTIONAL: INCLUDE EITHER OF THE FOLLOWING, DEPENDING UPON WHETHER THE PARTIES HAVE TO MUTUALLY AGREE TO EXTEND THE TERM OR IF THE CITY WILL RETAIN THE SOLE RIGHT TO EXTEND THE TERM: ***MUTUAL***** The Parties may, by mutual, written consent, extend the Term of this Agreement one or more times by executing a written amendment pursuant to Section 3.5.8 below (each a “Renewal Term”). *****CITY UNILATERAL***** The City has the right to extend the Term of this Agreement, in its sole discretion and under the same terms and conditions, for *****INSERT WRITTEN AMOUNT***** (*****INSERT NUMERICAL AMOUNT*****) additional one (1) year periods (each a “Renewal Term”). The terms “Term” and “Renewal Term” may sometimes be generally and collectively referred to as “Term” in this Agreement. *******

3.2 Responsibilities of Contractor.

3.2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Contractor or under its supervision. Contractor will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Contractor on an independent contractor basis and not as an employee. Contractor retains the right to perform similar or different services for others during the Term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Contractor shall also not be employees of City and shall at all times be under Contractor’s exclusive direction and control. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Contractor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers’ compensation insurance.

3.2.2 Schedule of Services. Contractor shall perform the Services within the Term of this Agreement, in accordance with the Schedule of Services set forth in Exhibit “B” attached hereto and incorporated herein by reference, and in accordance with any other completion schedule or milestones which may be separately agreed upon in writing by the Parties. Contractor represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Contractor’s conformance with the Schedule, City shall respond to Contractor’s submittals in a timely manner. Upon request of City, Contractor shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2.3 Conformance to Applicable Requirements. All Services performed by Contractor shall be subject to the approval of City.

3.2.4 City’s Representative. The City hereby designates [***INSERT NAME OR TITLE***], or his or her designee, to act as its representative for the performance of this Agreement (“City’s Representative”). City’s Representative shall have the power to act on behalf of the City for all purposes under this Agreement. Contractor shall not accept direction or orders from any person other than the City’s Representative or his or her designee.

3.2.5 Contractor’s Representative. Contractor hereby designates [***INSERT NAME OR TITLE***], or his or her designee, to act as its representative for the performance of this Agreement (“Contractor’s Representative”). Contractor’s Representative shall have full authority to represent and act on behalf of the Contractor for all purposes under this Agreement. The Contractor’s Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.6 Coordination of Services. Contractor agrees to work closely with City staff in the performance of Services and shall be available to City’s staff, consultants and other staff at all reasonable times.

3.2.7 Standard of Care; Performance of Employees. Contractor shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Contractor represents and maintains that it is skilled in the professional calling necessary to perform the Services. Contractor agrees that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Contractor represents that it, its employees and subcontractors shall have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including a City Business License, and that such licenses and approvals shall be maintained throughout the Term of this Agreement. As provided for in the indemnification provisions of this Agreement, Contractor shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Contractor’s failure to comply with the standard of care provided for herein. Any employee of the Contractor or its sub-contractors who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the

Project by the Contractor and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.8 Disputes. Should any dispute arise respecting the true value of any work done, of any work omitted, or of any extra work which Contractor may be required to do, or respecting the size of any payment to Contractor during the performance of this Contract, Contractor shall continue to perform the Work while said dispute is decided by the City. If Contractor disputes the City's decision, Contractor shall have such remedies as may be provided by law.

3.2.9 Laws and Regulations; Employee/Labor Certifications. Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with Services. If the Contractor performs any work or Services knowing them to be contrary to such laws, rules and regulations and without giving written notice to the City, Contractor shall be solely responsible for all costs arising therefrom. City is a public entity of the State of California subject to certain provisions of the Health & Safety Code, Government Code, Public Contract Code, and Labor Code of the State. It is stipulated and agreed that all provisions of the law applicable to the public contracts of a municipality are a part of this Contract to the same extent as though set forth herein and will be complied with. These include but are not limited to the payment of prevailing wages, the stipulation that eight (8) hours' labor shall constitute a legal day's work and that no worker shall be permitted to work in excess of eight (8) hours during any one calendar day except as permitted by law. Contractor shall defend, indemnify and hold City, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.9.1 Employment Eligibility; Contractor. By executing this Agreement, Contractor verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time. Such requirements and restrictions include, but are not limited to, examination and retention of documentation confirming the identity and immigration status of each employee of the Contractor. Contractor also verifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Agreement, and shall not violate any such law at any time during the Term of the Agreement. Contractor shall avoid any violation of any such law during the Term of this Agreement by participating in an electronic verification of work authorization program operated by the United States Department of Homeland Security, by participating in an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, or by some other legally acceptable method. Contractor shall maintain records of each such verification, and shall make them available to the City or its representatives for inspection and copy at any time during normal business hours. The City shall not be responsible for any costs or expenses related to Contractor's compliance with the requirements provided for in Section 3.2.9 or any of its sub-sections.

3.2.9.2 Employment Eligibility; Subcontractors, Sub-subcontractors and Consultants. To the same extent and under the same conditions as Contractor, Contractor shall require all of its subcontractors, sub-subcontractors and consultants performing any work or Services relating to the Project or this Agreement to make the same verifications and comply with all requirements and restrictions provided for in Section 3.2.9.1.

3.2.9.3 Employment Eligibility; Failure to Comply. Each person executing this Agreement on behalf of Contractor verifies that they are a duly authorized officer of Contractor, and understands that any of the following shall be grounds for the City to terminate the Agreement for cause: (1) failure of Contractor or its subcontractors, sub-subcontractors or consultants to meet any of the requirements provided for in Sections 3.2.9.1 or 3.2.9.2; (2) any misrepresentation or material omission concerning compliance with such requirements (including in those verifications provided to the Contractor under Section 3.2.9.2); or (3) failure to immediately remove from the Project any person found not to be in compliance with such requirements.

3.2.9.4 Labor Certification. By its signature hereunder, Contractor certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.2.9.5 Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Contractor shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.2.9.6 Air Quality. Contractor must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions limits and permitting requirements imposed by the South Coast Air Quality Management District (SCAQMD) and/or California Air Resources Board (CARB). Although the SCAQMD and CARB limits and requirements are more broad, Contractor shall specifically be aware of their application to "portable equipment", which definition is considered by SCAQMD and CARB to include any item of equipment with a fuel-powered engine. Contractor shall indemnify City against any fines or penalties imposed by SCAQMD, CARB, or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Contractor, its subcontractors, or others for whom Contractor is responsible under its indemnity obligations provided for in this Agreement.

3.2.10 Insurance.

3.2.10.1 Time for Compliance. Promptly following the Effective Date of this Agreement, but in no event before Contractor commences any Services under this Agreement, Contractor shall provide evidence satisfactory to the City that it has secured all insurance required under this section. In addition, Contractor shall not allow any subcontractor

to commence work on any subcontract until it has provided evidence satisfactory to the City that the subcontractor has secured all insurance required under this section. Failure to provide and maintain all required insurance shall be grounds for the City to terminate this Agreement for cause.

3.2.10.2 Minimum Requirements. Contractor shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Contractor, its agents, representatives, employees or subcontractors. Contractor shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

(A) Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

(B) Minimum Limits of Insurance. Contractor shall maintain limits no less than: (1) *General Liability*: [***INSERT AMOUNT - TYPICALLY \$1,000,000 MINIMUM; HOWEVER, AMOUNT OF INSURANCE REQUIRED DEPENDS UPON NATURE OF CONTRACT AND RISK TO CITY. PLEASE CONTACT RISK MANAGEMENT TO CONFIRM AMOUNT***] per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used including, but not limited to, form CG 2503, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability*: [***INSERT AMOUNT - TYPICALLY \$1,000,000 MINIMUM; HOWEVER, AMOUNT OF INSURANCE REQUIRED DEPENDS UPON NATURE OF CONTRACT AND RISK TO CITY. PLEASE CONTACT RISK MANAGEMENT TO CONFIRM AMOUNT***] per accident for bodily injury and property damage; and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of [***INSERT AMOUNT - TYPICALLY \$1,000,000 MINIMUM; HOWEVER, AMOUNT OF INSURANCE REQUIRED DEPENDS UPON NATURE OF CONTRACT AND RISK TO CITY. PLEASE CONTACT RISK MANAGEMENT TO CONFIRM AMOUNT***] per accident for bodily injury or disease.

[***IF THE SCOPE OF SERVICES INVOLVES SPECIAL RISKS NOT COVERED BY THE ABOVE POLICIES, SUCH AS POLLUTION LIABILITY, CYBER SECURITY, ETC., DISCUSS WITH RISK MANAGEMENT AND INSERT STANDARD/REQUIRED LANGUAGE FOR SUCH POLICIES***]

3.2.10.3 Insurance Endorsements. The insurance policies shall contain the following provisions, or Contractor shall provide endorsements on forms supplied or approved by the City to add the following provisions to the insurance policies:

(A) General Liability. The general liability policy shall include or be endorsed (amended) to state that: (1) the City, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insured with respect to the Services, work or operations performed by or on behalf of the Contractor, including materials, parts or equipment furnished in connection therewith; and (2) the insurance coverage shall be primary insurance as respects the City, its directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Contractor's insurance and shall not be called upon to contribute with it in any way.

(B) Automobile Liability. The automobile liability policy shall include or be endorsed (amended) to state that: (1) the City, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Contractor or for which the Contractor is responsible; and (2) the insurance coverage shall be primary insurance as respects the City, its directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Contractor's insurance and shall not be called upon to contribute with it in any way.

(C) Workers' Compensation and Employer's Liability Coverage. The insurer shall agree to waive all rights of subrogation against the City, its directors, officials, officers, employees, agents, and volunteers for losses paid under the terms of the insurance policy which arise from work or Services performed by the Contractor.

(D) All Coverages. Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City; and (B) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the City, its directors, officials, officers, employees, agents, and volunteers.

3.2.10.4 Separation of Insureds; No Special Limitations. All insurance required by this section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the City, its directors, officials, officers, employees, agents, and volunteers.

3.2.10.5 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City.

3.2.10.6 Acceptability of Insurers. Insurance is to be placed with insurers which are satisfactory to the City and which meet either of the following criteria : (1) an insurer with a current A.M. Best's rating no less than A:VII and licensed as an admitted insurance carrier in California; or (2) an insurer with a current A.M. Best's rating no less than A:X and authorized to issue the required policies in California.

3.2.10.7 Verification of Coverage. Contractor shall furnish City with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to the City. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the City if requested. All certificates and endorsements must be received and approved by the City before any Services commence. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

3.2.10.8 Reporting of Claims. Contractor shall report to the City, in addition to Contractor's insurer, any and all insurance claims submitted by Contractor in connection with the Services under this Agreement.

3.2.11 Safety. Contractor shall execute and maintain its work and Services so as to avoid injury or damage to any person or property. In carrying out its Services, the Contractor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the Services and the conditions under which the Services are to be performed.

3.2.12 Bonds.

[***NOTE (READ AND DELETE THIS BLOCK BEFORE USING MODEL): SOME MAINTENANCE PROJECTS OF MORE THAN \$25,000 WILL REQUIRE PAYMENT BONDS BY LAW. SEE GENERALLY CIVIL CODE SECTION 3247 OR SPEAK TO THE CITY'S CONTRACT MANAGER OR CITY ATTORNEY***]

3.2.12.1 Performance Bond. If required by law or otherwise specifically requested by City in Exhibit "C" attached hereto and incorporated herein by reference, Contractor shall execute and provide to City concurrently with this Agreement a Performance Bond in the amount of the Total Compensation indicated in this Agreement, and in a form provided or approved by the City. If such bond is required, no payment will be made to Contractor until it has been received and approved by the City.

3.2.12.2 Payment Bond. If required by law or otherwise specifically requested by City in Exhibit "C" attached hereto and incorporated herein by reference, Contractor shall execute and provide to City concurrently with this Agreement a Payment Bond in the amount of the Total Compensation indicated in this Agreement, and in a form provided or approved by the City. If such bond is required, no payment will be made to Contractor until it has been received and approved by the City.

3.2.12.3 Bond Provisions. Should, in City's sole opinion, any bond become insufficient or any surety be found to be unsatisfactory, Contractor shall renew or replace the affected bond within 10 days of receiving notice from City. In the event the surety or Contractor intends to reduce or cancel any required bond, at least thirty (30) days prior written notice shall be given to the City, and Contractor shall post acceptable replacement bonds at least ten (10) days prior to expiration of the original bonds. No further payments shall be deemed due or will be made under this Agreement until any replacement bonds required by this section are accepted by the City. To the extent, if any, that the Total Compensation is increased in accordance with the Agreement, the Contractor shall, upon request of the City, cause the amount of the bonds to be increased accordingly and shall promptly deliver satisfactory evidence of such

increase to the City. To the extent available, the bonds shall further provide that no change or alteration of the Agreement (including, without limitation, an increase in the Total Compensation, as referred to above), extensions of time, or modifications of the time, terms, or conditions of payment to the Contractor, will release the surety. If the Contractor fails to furnish any required bond, the City may terminate this Agreement for cause.

3.2.12.4 Surety Qualifications. The bonds must be provided by a surety which is satisfactory to the City and which meets either of the following criteria: (1) a surety with a current A.M. Best's rating no less than A:VII and licensed as an admitted surety insurer in California; or (2) a surety with a current A.M. Best's rating no less than A:X and authorized to issue the required bonds in California. If a surety does not meet these requirements, the insurer will be considered qualified if it is in conformance with Section 995.660 of the California Code of Civil Procedure, and proof of such is provided to the City.

3.2.13 Accounting Records. Contractor shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Contractor shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Contractor shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

3.3 Fees and Payments.

3.3.1 Rates & Total Compensation. Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation, including authorized reimbursements, shall not exceed [***INSERT WRITTEN DOLLAR AMOUNT***] (\$[***INSERT NUMERICAL DOLLAR AMOUNT***]) ("Total Compensation") without written approval of City's [***INSERT TITLE***]. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. Contractor shall submit to City a monthly itemized statement which indicates work completed and hours of Services rendered by Contractor. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. City shall, within 30 days of receiving such statement, review the statement and pay all approved charges thereon.

3.3.3 Reimbursement for Expenses. Contractor shall not be reimbursed for any expenses unless authorized in writing by City.

3.3.4 Extra Work. At any time during the Term of this Agreement, City may request that Contractor perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement.

Contractor shall not perform, nor be compensated for, Extra Work without written authorization from City's Representative.

3.3.5 Prevailing Wages. Contractor is aware of the requirements of Chapter 1 (beginning at Section 1720 et seq.) of Part 7 of Division 2 of the California Labor Code, as well as Title 8, Section 16000 et seq. of the California Code of Regulations ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. *****OPTIONAL: IF FEDERAL FUNDS ARE INVOLVED, USE THE NEXT SENTENCE FOR FEDERAL PW REQUIREMENTS - DELETE OTHERWISE***** If the Services involve federal funds or otherwise require compliance with the Davis-Bacon Fair Labor Standards Act, the Contractor and its subcontractors shall comply with the higher of the state or federal prevailing wage rates, and the "Prevailing Wage Laws" shall be deemed to include such federal wages laws. *****OPTIONAL: IF FEDERAL FUNDS ARE INVOLVED, USE THE LAST SENTENCE FOR FEDERAL PW REQUIREMENTS - DELETE OTHERWISE***** If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the Total Compensation is \$1,000 or more, Contractor and its subcontractors shall fully comply with the Prevailing Wage Laws for their employees and any others to whom such laws are applicable. Contractor and its subcontractors shall also be responsible for any and all violations and fines imposed on them pursuant to the Prevailing Wage Laws. Pursuant to SB 854, which amended the Prevailing Wage Laws, this Agreement would also be subject to compliance monitoring and enforcement by the California Department of Industrial Relations ("DIR"). Beginning April 1, 2015, no contractor or subcontractor may be awarded this Agreement unless registered with the DIR pursuant to Labor Code Section 1725.5. The City will report all necessary agreements to the DIR as required by the Prevailing Wage Laws. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Contractor's principal place of business and at the Project site. It is most efficient for the Contractor to obtain a copy of the prevailing wages in effect at the commencement of this Agreement from the website of the Division of Labor Statistics and Research of the DIR located at www.dir.ca.gov/dlsr/. In the alternative, Contractor may obtain a copy of the prevailing wages from the City's *****INSERT TITLE*****. Contractor shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.4 Termination of Agreement.

3.4.1 Grounds for Termination. City may, by written notice to Contractor, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Contractor of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Contractor shall be compensated only for those Services which have been adequately rendered to City, as well as any authorized reimbursable expenses, and Contractor shall be entitled to no further compensation. Contractor may not terminate this Agreement except for cause.

3.4.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Contractor to provide all finished or unfinished Documents and Data and other information of any kind prepared by Contractor in connection with the performance of Services

under this Agreement. Contractor shall be required to provide such document and other information within fifteen (15) days of the request.

3.4.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.5 General Provisions.

3.5.1 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective Parties at the following address, or at such other address as the respective Parties may provide in writing for this purpose:

Contractor:

[***INSERT NAME, ADDRESS & CONTACT PERSON***]

City:

City of Corona
400 South Vicentia Avenue
Corona, CA 92882

Attn: [***INSERT NAME & DEPARTMENT***]

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the Party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.5.2 Indemnification.

3.5.2.1 Scope of Indemnity. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold the City, its directors, officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, to the extent arising out of, pertaining to, or incident to any alleged willful misconduct or negligent acts, errors or omissions of Contractor, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Contractor's Services, the Project or this Agreement, including without limitation the payment of all expert witness fees and attorneys fees and other related costs and expenses. Notwithstanding the foregoing, to the extent Contractor's Services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Contractor.

3.5.2.2 Additional Indemnity Obligations. Contractor shall defend, with Counsel of City's choosing and at Contractor's own cost, expense and risk, any and all claims, suits, actions or other proceedings of every kind covered by Section 3.5.2.1 that may be brought or instituted against City or its directors, officials, officers, employees, volunteers and agents. Contractor shall pay and satisfy any judgment, award or decree that may be rendered against City or its directors, officials, officers, employees, volunteers and agents as part of any such claim,

suit, action or other proceeding. Contractor shall also reimburse City for the cost of any settlement paid by City or its directors, officials, officers, employees, agents or volunteers as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for City's attorney's fees and costs, including expert witness fees. Contractor shall reimburse City and its directors, officials, officers, employees, agents, and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall survive expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by the City, its directors, officials officers, employees, agents, or volunteers.

3.5.3 Governing Law; Government Code Claim Compliance. This Agreement shall be governed by the laws of the State of California. Venue shall be in Riverside County. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Contractor must comply with the claim procedures set forth in Government Code Sections 900 et seq. prior to filing any lawsuit against the City. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Contractor. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Contractor shall be barred from bringing and maintaining a valid lawsuit against the City.

3.5.4 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.5.5 City's Right to Employ Other Contractors. City reserves right to employ other contractors in connection with this Project.

3.5.6 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.5.6.1 Subcontractors; Assignment or Transfer. Contractor shall not subcontract any portion of the Services required under this Agreement, except as expressly authorized herein, without the prior written approval of the City. Subcontracts, if any, shall include a provision making them subject to all provisions of this Agreement. Contractor shall also not assign, hypothecate or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to subcontract or take any other action not authorized herein shall be null and void, and any subcontractors, assignees, hypothecates or transferees shall acquire no right or interest by reason of such action.

***INCLUDE THIS SUB-SECTION ONLY IF APPLICABLE;
DELETE OTHERWISE***3.5.6.2 Corona Utility Authority. To the extent that this Agreement is deemed to be a "material contract" under either of the CUA Management Agreements, Contractor has no right to terminate this Agreement, either with or without cause, based upon the existence or non-existence of either or both of the CUA Management Agreements. Therefore, if an applicable CUA Management Agreement expires or terminates for any reason, Contractor shall remain fully obligated to perform under this Agreement with the CUA or another third party contracted by the CUA for the maintenance, management and

operation of the applicable utility system. . *****INCLUDE THIS SUB-SECTION ONLY IF APPLICABLE; DELETE OTHERWISE*****

3.5.7 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Contractor include all personnel, employees, agents, and subcontractors of Contractor, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Agreement.

3.5.8 Amendment; Modification. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.5.9 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel or otherwise.

3.5.10 No Third Party Beneficiaries. Except to the extent expressly provided for in Section 3.5.6, there are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.5.11 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.5.12 Prohibited Interests. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Contractor further agrees to file, or shall cause its employees or subcontractors to file, a Statement of Economic Interest with the City's Filing Officer as required under state law in the performance of the Services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the Term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.5.13 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.5.14 Attorney's Fees. If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this

Agreement, the prevailing Party in such litigation shall be entitled to have and recover from the losing Party reasonable attorney's fees and all other costs of such action.

3.5.15 Authority to Enter Agreement. Contractor has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.5.16 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.5.17 Entire Agreement. This Agreement contains the entire Agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both Parties.

3.5.18 Federal Provisions. *****INCLUDE THIS SECTION ONLY IF APPLICABLE; DELETE OTHERWISE. IF APPLICABLE, YOU MAY ALSO NEED TO INCLUDE SOME INFORMATION IN THE RFP. CONSULT AGENCY COUNSEL IF NECESSARY***** When funding for the Services is provided, in whole or in part, by an agency of the federal government, Consultant shall also fully and adequately comply with the provisions included in Exhibit "D" (Federal Requirements) attached hereto and incorporated herein by reference ("Federal Requirements"). With respect to any conflict between such Federal Requirements and the terms of this Agreement and/or the provisions of state law, the more stringent requirement shall control.

[SIGNATURES ON NEXT 2 PAGES]

CITY’S SIGNATURE PAGE FOR
CITY OF CORONA
MAINTENANCE/GENERAL SERVICES AGREEMENT
WITH [*INSERT NAME***]**
([*INSERT TYPE OF SERVICES***] – [***INSERT PROJECT NAME***])**

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the date first written above.

CITY OF CORONA

By:

[***INSERT NAME***]
[***INSERT TITLE***]

Attest:

[***INSERT NAME***]
City Clerk

[***INSERT OTHER SIGNATURE
BLOCKS AS NEEDED, INCLUDING
CITY ATTORNEY AND
RECOMMENDING EMPLOYEES***]

CONTRACTOR’S SIGNATURE PAGE FOR
CITY OF CORONA
MAINTENANCE/GENERAL SERVICES AGREEMENT
WITH [*INSERT NAME***]**
([*INSERT TYPE OF SERVICES***] – [***INSERT PROJECT NAME***])**

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the date first written above.

[*INSERT NAME OF CONTRACTOR***]**
a **[***INSERT TYPE OF LEGAL ENTITY***]**

By: _____
[*INSERT NAME***]**
[*INSERT TITLE***]**

By: _____
[*INSERT NAME***]**
[*INSERT TITLE***]**

[*NOTE (READ AND DELETE THIS BLOCK BEFORE USING MODEL): SIGNATURE BLOCKS CAN VARY DEPENDING UPON THE CONSULTANT’S TYPE OF LEGAL ENTITY (E.G. CORPORATION; GENERAL PARTNERSHIP; LIMITED PARTNERSHIP; LIMITED LIABILITY PARTNERSHIP OR COMPANY; OR AN INDIVIDUAL). THIS MODEL CONTAINS A GENERAL FRAMEWORK WHICH WILL WORK FOR MOST CORPORATIONS, INDIVIDUAL (NON-CORPORATE) PARTNERSHIPS AND INDIVIDUAL SOLE PROPRIETORSHIPS. PLEASE REFER TO THE CITY CLERK’S “SIGNATURE REQUIREMENT” MEMO ON THE CITY OF CORONA INFO WEB FOR COMPLETE INFORMATION***]**

**EXHIBIT “A”
SCOPE OF SERVICES**

*****INSERT SCOPE*****

**EXHIBIT “B”
SCHEDULE OF SERVICES**

*****INSERT SCHEDULE*****

**EXHIBIT “C”
COMPENSATION**

*****INSERT RATES & AUTHORIZED REIMBURSABLE EXPENSES***]**

[*SEE SECTION 3.2.12 ABOVE AND INSERT CITY’S REQUIREMENT FOR
PERFORMANCE/PAYMENT BONDS, IF APPLICABLE; IF NOT REQUIRED, STATE
THAT THEY ARE NOT REQUIRED***]**

[*INCLUDE THIS EXHIBIT (AND CORRESPONDING AGREEMENT PROVISION)
ONLY IF APPLICABLE; DELETE OTHERWISE. IF APPLICABLE, YOU MAY ALSO
NEED TO INCLUDE SOME INFORMATION IN THE RFP. CONSULT THE CITY
ATTORNEY IF NECESSARY***]**